Town Commission

NOTICE OF VIRTUAL TOWN COMMISSION MEETING

Pursuant to Executive Order 20-69 issued by the Governor and the Town Local Declaration of Public Emergency, a VIRTUAL Town Commission meeting will be held on Tuesday, October 13, 2020, at 6:30 p.m. and broadcast from Town Hall.

The October 13, 2020 Town Commission meeting will be held as a VIRTUAL MEETING with elected officials and Town staff participating through video conferencing. This virtual meeting will be broadcasted live for members of the public to view on the Town's website (www.lbts-fl.gov), Comcast Channel 78, and AT&T U-verse Channel 99.

The Town of Lauderdale-By-The-Sea Town Commission welcomes and encourages the public to participate at its virtual meetings and offers two ways for residents to be heard.

WRITTEN PUBLIC COMMENTS
Send an e-mail to public_comments@lbts-fl.gov Your comment will be read into the record during the meeting by the Town Clerk.

ACTIVE PARTICIPATION
Notify the Town Clerk via e-mail at public_comments@lbts-fl.gov by October 13, 2020 5:00 pm of your desire to speak during a live virtual meeting. Please provide us with your name email address and phone number. We will then send you the Zoom Meeting ID and link. For security reasons, please do not share the Meeting ID with anyone else. If a friend or neighbor also wishes to speak, have them sign-up with the Town Clerk. When contacting the Town Clerk, please specify if you wish to speak during Public Comments or during a specific agenda item. The Town will enable the Waiting Room function on Zoom and allow public speakers to enter the virtual meeting during Public Comments or for a specific agenda item. You can join the meeting either by calling in or using a laptop, computer webcam or cellphone. Once you are finished commenting, the Town will disconnect you from the meeting.

A copy of the agenda for the virtual Town Commission meeting can be accessed on the Town's website, at https://www.lauderdalebythesea-fl.gov/341/Agendas-

Video.

Please note that Governor DeSantis' Executive Order Number 20-69 suspended the requirements of Section 286.011, Florida Statutes, the Florida Sunshine law, that a quorum be present and that a local government body meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings. Should any person desire to appeal any decision of the Town Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (Section 286.0105, Fla. Stat).

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.

Jarvis Hall 4505 N. Ocean Drive

Virtual Town Commission Meeting

Virtual Town Commission Meeting

Tuesday, October 13, 2020, 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 - Moment of Silence**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**

5.a. Canal Dredging Study Presentation (Ken Rubach, Municipal Services Director / Tyler Chappell, Chappell Group)
CoverPage - TA.docx
LBTS City Presentation.pptx

6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**

7.a. BSO August 2020 Report (Captain Thomas Palmer, BSO)
CoverPage.docx
TM Report- September 2020.pdf

7.b. VFD September 2020 Report (Chief Judson Hopping, VFD)
CoverPage.docx
Town's Activity Report - Sept. 2020.pdf

7.c. AMR September 2020 Report (Chief Brooke Liddle, AMR)
CoverPage.docx
Copy of AMR LBTS Times 9-2020.pdf

8. **TOWN MANAGER REPORT**

8.a. Town Manager Report (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)
TM-CoverPage.docx

9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**

10.a. September 14, 2020 1st Public Budget Hearing September 14, 2020 Commission Meeting Minutes September 21, 2020 2nd Public Budget Hearing Minutes September 21, 2020 Commission Meeting Minutes September 22, 2020 Special Town Commission Meeting - El Mar Drive (Tedra Allen, Town Clerk)
CoverPage.pdf
091420 LBTS 1st Budget Hearing 1st draft minutes.pdf
091420 LBTS Commission 1st draft minutes.pdf
092120 LBTS 2nd Public Budget Hearing 1st draft minutes.pdf
092120 LBTS Commission 1st draft minutes.pdf
092220 LBTS El Mar Drive Workshop 1st draft minutes.pdf

11. **CONSENT AGENDA**

11.a. FY21 Implementation of Strategic Marketing Plan by Conceptual Communications Work Authorization #5 (Debbie Hime, Special Projects Coordinator)
CoverPage - TA.docx
EX 2 Conceptual Communications FY21 WA #5.docx

11.b. Hardship Parking Permits (Ken Rubach, Municipal Services Director)
CoverPage.docx

11.c. RESOLUTION 2020-40 LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY ENHANCEMENTS ON A1A FROM PINE AVE TO SUNSET LN IN CONJUNCTION WITH THE FDOT RESURFACING PROJECT
CoverPage.docx
EX 1 Reso - LFA with FDOT.docx
EX A- LFA Agreement A1A Pine to Sunset.pdf

11.d. Resolution Approving Piggyback Agreement for Disaster Recovery Management Services with Witt O'Brien's, LLC. (Ken Rubach, Municipal Services Director)
CoverPage.pdf
Reso 2020-43 Witt O'Brien's Piggyback Agreement Reso.docx
Ex A PiggyBack Agreement Witt O'Brien's
Ex A-1 City of Pompano Agmt
Concurrence from the City of Pompano Beach

11.e. El Mar Drive - EDSA Add'l Design Services (Bill Vance, Town Manager)
CoverPage.docx
PR_El Mar Drive_Additional Services_09.25.2020.pdf

11.f. Lauderdale-By-The-Sea Chamber of Commerce Financial Assistance Request (Bill Vance, Town Manager)
CoverPage.docx
Chamber.pdf

12. OLD BUSINESS

13. NEW BUSINESS

13.a. Deputy Town Manager Discussion (Commissioner Edmund Malkoon)
CoverPage.docx

13.b. Town Commission Direction on the release of a Request for Qualifications for a Consulting Firm to conduct a Comprehensive Organizational Evaluation and Operations Audit of the LBTS Volunteer Fire Department
coverpage.docx

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

15.a. Ordinance 2020-09 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V "ZONING;" SECTION 30-261 "B-1-A BUSINESS DISTRICT-BUSINESS," SECTION 30-271 "B-1 DISTRICT BUSINESS, SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)
Coverpage.docx

Ex 1- 3HM484302-Chapter 30 Code Amendments.pdf
Ex 2- Sec._30_139.___Notice_of_Public_Hearings.pdf
Ex 3- Proof of Publication.pdf

16. ORDINANCES 2nd Reading

16.a. ORDINANCE NO. 2020-07 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE V "ZONING," DIVISION 2 "DISTRICTS," SUBDIVISION L "B-1-A DISTRICT REGULATIONS," AND SUBDIVISION M "B-1 DISTRICT REGULATIONS" TO MODIFY REGULATIONS AND STANDARDS RELATED TO OUTSIDE SEATING FOR RESTAURANTS ON PRIVATE PROPERTY, OTHER THAN A SIDEWALK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)
CoverPage-TA-.docx
Ex1 Ord 2020-07 Outdoor Dining.doc

16.b. Ordinance 2020-08 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 1 "GENERAL PROVISIONS," CHAPTER 9 "FLOOD PREVENTION AND CONTROL," AND CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS" TO COMBINE THE PLANNING AND ZONING BOARD, BOARD OF ADJUSTMENT, HISTORIC PRESERVATION BOARD, AND LOCAL PLANNING AGENCY TO SERVE AS ONE BOARD; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Linda Connors, Development Services Director)
CoverPage.docx
Ex1 Ord 2020-08 PZB BOA Code Amendment Ordinance.DOCX LC 7_25_20.DOCX

17. RESOLUTIONS - PUBLIC COMMENTS

17.a. RESOLUTION NO. 2020-41 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (Ken Rubach, Municipal Services Director / Lucila Lang, Finance Director)
CoverPage.docx
EX1- Reso Budget Amendment FY21 LFA.docx
Exhibit A 2020-2021 Budget Amendment.xlsx

17.b. Resolution 2020-42 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, FINDING THAT THE COVID-19 PANDEMIC IS AN EXTRAORDINARY CIRCUMSTANCE; WAIVING THE FEES AND EXTENDING THE RENEWAL DEADLINE UNDER SECTION 17-14 "PERSONS WHO MAY USE TENNIS COURTS; ACCESS TO TENNIS COURTS; ISSUANCE OF KEYS; FEES," PURSUANT TO TOWN CODE SECTION 2-27, "WAIVER OF CODE REQUIREMENTS" UNTIL JANUARY 15, 2021; PROVIDING FOR EXPIRATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (Ken Rubach, Municipal Services Director)
coverpage.docx
Reso - LBTS Extraordinary Circumstance Waiver - Tennis Keys (1).DOCX

17.c. RESOLUTION 2020-43 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD

COUNTY FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ("CARES") ACT FUNDING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager

Coverpage.docx
Reso - CARES Act ILA 10.8.20.docx
SubAward Agreement

18. QUASI JUDICIAL PUBLIC HEARING

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 3 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.

Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Ken Rubach
Submitting Department: Municipal Services
Item Type: Presentations
Agenda Section: PRESENTATIONS

Subject Title:

Canal Dredging Study Presentation (Ken Rubach, Municipal Services Director / Tyler Chappell, Chappell Group)

Explanation:

Tyler Chappell of The Chapelle Group will provide a brief presentation outlining the findings of the Canal Dredging Study.

LAUDERDALE-BY-THE-SEA CANAL DREDGING STUDY

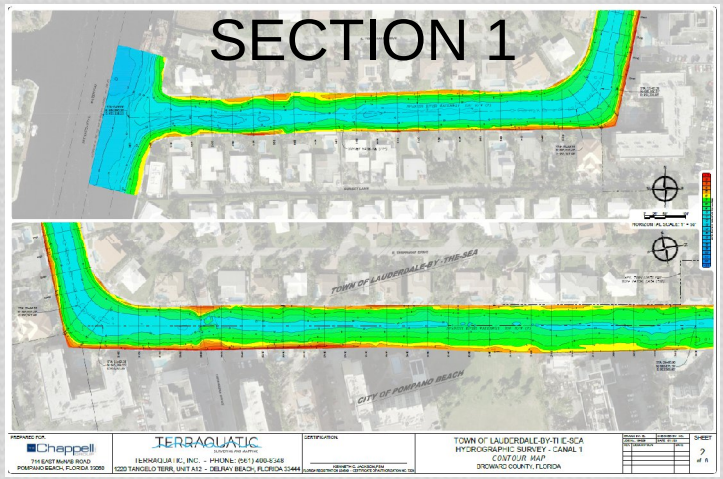
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 3308

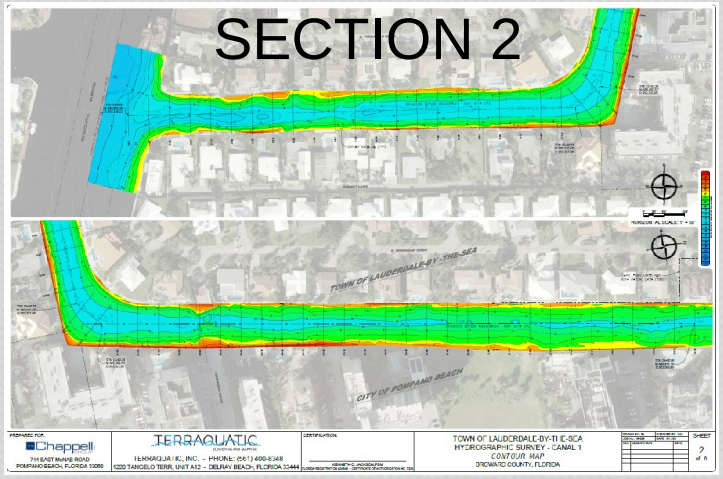
Conducted by:

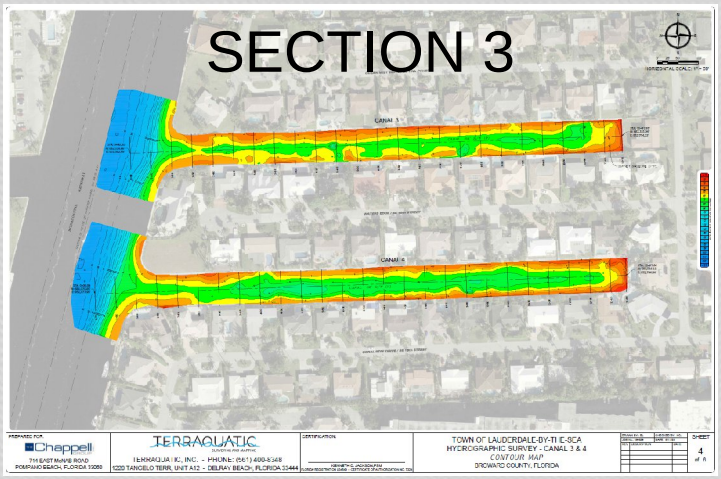
The Chappell Group Inc.
714 E McNab Rd
Pompano Beach, FL 33060
Phone: (954) 782-1908

PROJECT LOCATION

BATHYMETRY


SECTION 1
TOWN OF LAUDERDALE-BY-THE-SEA
CITY OF POMPANO BEACH


SECTION 2
TOWN OF LAUDERDALE-BY-THE-SEA
CITY OF POMPANO BEACH


SECTION 3
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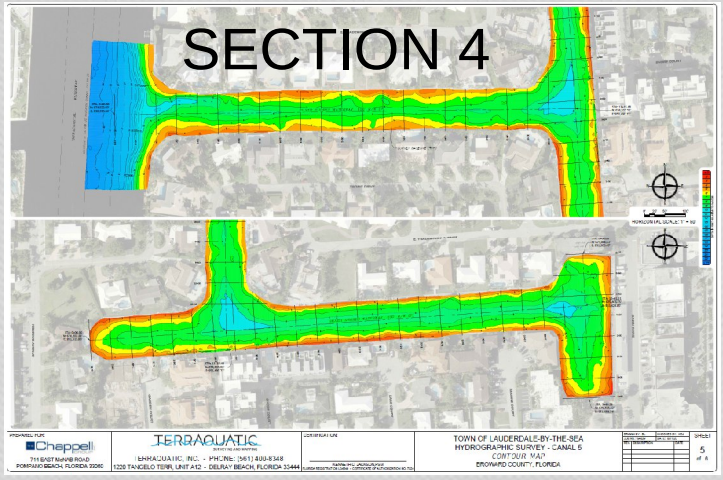
SECTION 4

SECTION 5

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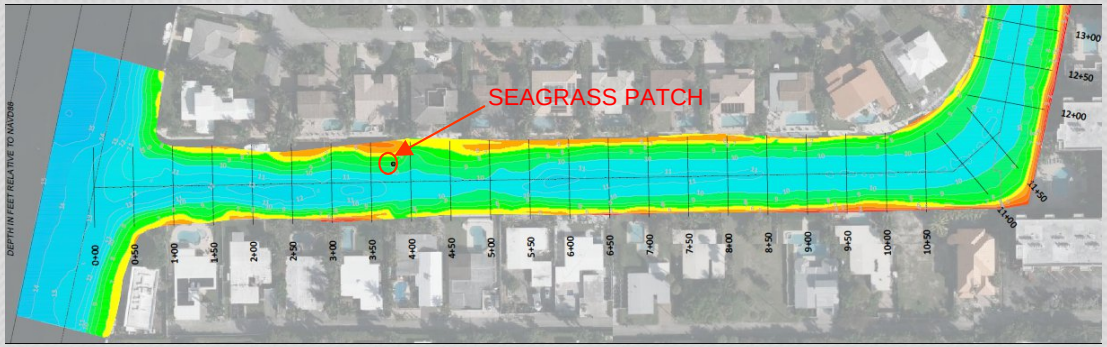
22'
> 23'
DEPTH IN FEET RELATIVE TO NAVD88

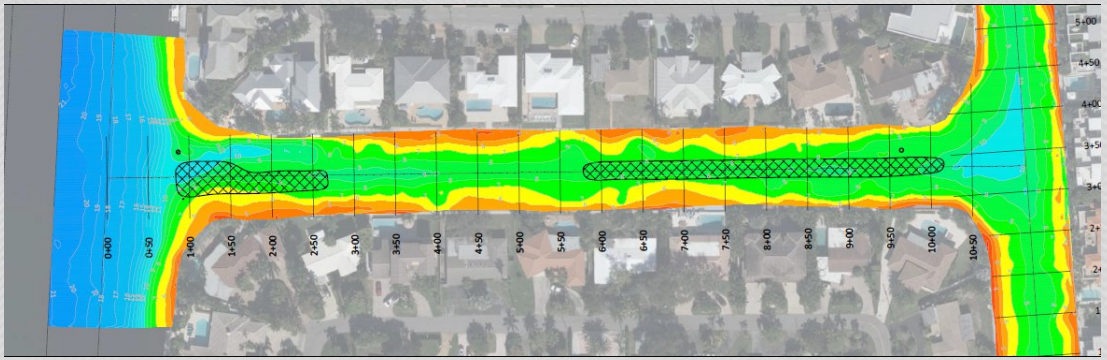
SEAGRASS SURVEY

SECTION 1



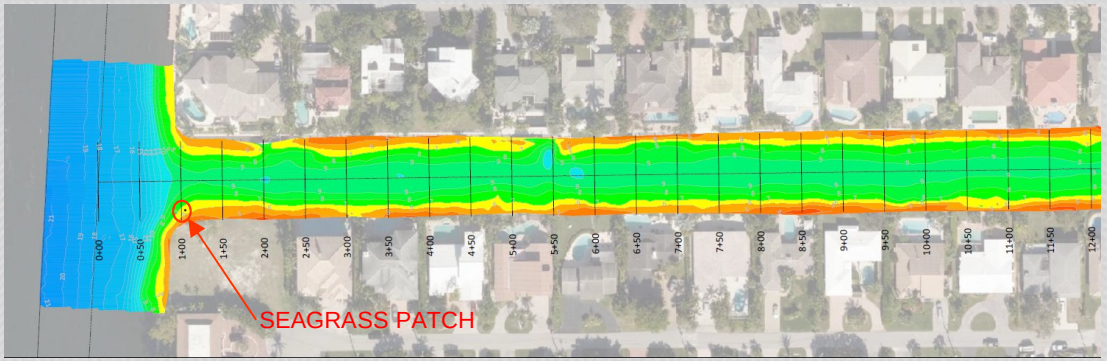
One (1) 5’ x 5’ patch of paddle grass (*Halophila decipiens*) observed, 1% coverage

SECTION 4



Two (2) 5’ x 5’ patches and one (1) 2’ x 2’ patch of paddle grass (*Halophila decipiens*) observed
Two (2) large areas of paddle grass (*Halophila decipiens*) observed, 5% coverage

SECTION 5



One (1) 1’ x 1’ patch of paddle grass (*Halophila decipiens*) observed, 1% coverage

LEGEND:

⊗ EXISTING PADDLE GRASS (*Halophila decipiens;* ±1-5% COVERAGE)

NOTE: HYDROGRAPHIC SURVEY PROVIDED BY TERRAQUATIC SURVEY, INC. CONTOURS PROVIDED AS NAVD83. APPROXIMATE LOCATION OF SEAGRASS DETERMINED ON JULY 7, 2020 BY TCG STAFF.
SECTIONS 1-3:
MHW = 0.29' NAVD MLW = (-)2.11' NAVD
SECTIONS 4-5:
MHW = 0.27' NAVD MLW = (-)2.13' NAVD

DREDGING CALCULATIONS

Estimated Based on Terraquatic Survey

Canal No.	Vol (-)5.0 MLW
1	±0 C.Y.
2	±380 C.Y.
3	±550 C.Y.
4	±200 C.Y.
5	±170 C.Y.
6	±0 C.Y.
Total	**±1,300 C.Y.**
X $125/ C.Y. (estimated cost*)	
Price	**$162,500**

*Estimated cost is based on current dredging costs and does not include cost for establishing a new offload site or contaminated disposal at a landfill.

COST ESTIMATE & TIMEFRAME

Task	Cost
Environmental Permitting*	$30,000
Dredging	$162,500
Total Estimated Cost	**$192,500**

*Estimated timeframe for permitting with United States Army Corps of Engineers (USACOE), Florida Department of Environmental Protection (FDEP), and Broward County Growth and Management Division (BCEPGMD) is 12 months.

QUESTIONS?

Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Thomas Palmer
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:
BSO August 2020 Report (Thomas Palmer, BSO)

Explanation:
BSO August 2020 Report

Recommendation:
Accept/Approve

Attachments:
1. BSO August Report

Date: October 1, 2020

To: William Vance
Town Manager
Lauderdale-By-The-Sea

From: Captain Thomas Palmer
Lauderdale-By-The-Sea District

Subject: **Monthly Report to Commission – August 2020**

PERSONNEL CHANGES:

None.

EMPLOYEE OF THE MONTH: CSIA Giovanna Anderson and Deputy Michael Kratz

During the pandemic, CSIA Anderson began a self-initiated and long overdue review and update of the LBTS District Trespass Program log book and affidavits. She quickly discovered many of the affidavits were near expiration. She then enlisted the assistance of Deputies in sorting out which businesses were currently in operation, and which affidavits were no longer valid.

CSIA Anderson then created an Excel spreadsheet to organize, record, and easily keep the trespass affidavits and business information organized. Deputy Kratz then began a 3 month-long project of visiting each business and condominium. The goal was to validate the information or obtain new trespass affidavits as well as encourage the owners to purchase and deploy the official program signage. 122 individual properties and businesses were contacted, and their information updated. CSIA Anderson then compiled the Excel spreadsheet and organized a physical binder to organize the physical affidavits alphabetically to aid in future enforcement efforts.

Completion of the updated Trespass Affidavit program was a monumental and tedious project, which Deputy Kratz and CSIA Anderson voluntarily undertook without being tasked to do so. Their efforts resulted in the recently completed and distributed comprehensive logbook and spreadsheet, which are easily accessible tools for deputies to use. I commend their initiative and excellent attitude toward improving the district operations. As a result, Dep. Kratz and CSIA Anderson were awarded the honor of Employees of the Month for September 2020.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.

- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.

- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.

- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.

- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.

- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.

- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.

- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 13 ¾ hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 260 miles and 139 hours this month.

- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals were contacted and were involuntarily Baker Acted after displaying signs of mental illness and were a threat to themselves or others. One (1) individual experiencing homelessness was contacted during the month. The individual was issued a trespass warnings from private property and declined additional services.

- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***

- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
  ****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
  https://member.everbridge.net/index/8928077367290 54#/login **

- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.

- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.

- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

SPECIAL EVENTS: These events required the participation of the BSO LBTS district.

Blue Mass: Assumption Catholic Church hosted a mass in recognition of First Responders. Attendance was limited and CDC guidelines were in place. Captain Palmer, Lt. Wesolowski, BSO Honor Guard attended the service.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2009-000076
DATE/TIME: 09/03/20 @ 2336 hrs (reported the following day)
LOCATION: 2 Palm Av, Portal
SUSPECT(S): Unknown
VEHICLE: 2017 Mercedes
INCIDENT: Burglary Conveyance **(UNLOCKED)**
SUMMARY: The victim parked his 2017 Mercedes **UNLOCKED** at the Palm Portal and went to the beach. Upon returning, the victim realized he left the vehicle unlocked and unknown suspect(s) had entered the trunk and removed a carry-on bag containing his Luis Vuitton wallet, D/L, credit card, and Wawa rewards card. He then received a bank notification that an unauthorized transaction had been attempted at a Wawa in Davie. Investigation is ongoing.

CASE: 13-2009-000128 (Deputy Mirabal)
DATE/TIME: September 5, 2020 @ 1715 hrs
LOCATION: Palm Portal
SUSPECT(S): Pending Identification
INCIDENT: Grand Theft (Bicycle)
SUMMARY: The victim had locked two bicycles together at the Palm Portal Beach access with a chain and went to the beach at approximately 1715 hours. Upon returning at approximately 1913 hours, the chain had been removed/taken and his Cannondale bicycle (gray/pink) was missing. The second bicycle was still on the scene. Victim unable to provide serial number at this time. Bicycle was valued at $450.00. BSO Detectives are actively working leads on this case and are awaiting independent identification of the suspect. Investigation is ongoing.

CASE: 13-2009-000204
DATE/TIME: 09/08/2020 between 1000 hours @ 1230 hours
LOCATION: 1541 S Ocean Blvd, LBS
INCIDENT: Burglary Structure
SUMMARY: Maintenance worker working on the property left the shed doors open while working and unknown subj(s) removed a weedwacker, hedge trimmer, and leaf blower. No video cameras, victim signed the victim affidavit expressing their desire to prosecute. Investigation is ongoing.

CASE: 13-2009-000186
DATE/TIME: 09/07/20 @ 2047 hrs.
LOCATION: 101 Commercial Blvd.
INCIDENT: Baker Act
SUMMARY: While deputies were working the downtown high visibility assignment, deputies were advised by a passerby of a male trying to fight people in front of Kilwins Ice Cream. As they arrived on foot, several people were flagging Dep. Kratz down pointing towards a W/M that was in front of Kilwins Ice Cream. The W/M began running on foot on the sidewalk east towards 101 Commercial Blvd. where Dep. Kratz was standing. As he approached, he was told to stop. He continued to run, running right into Dep. Kratz causing both of them to go to the ground. As the male was on his back, Dep. Kratz straddled his waist. The male began to grunt and growl stating he was wanted to kill Dep. Kratz and that he wanted to die. As additional units arrived,

he was handcuffed without incident. He continued his odd, erratic and aggressive behavior. For fear of his safety and others, he was Baker Acted and transported to IPH for evaluation. Deputy Pitulan, who assisted Deputy Kratz, transported the male to Imperial Point Hospital. Deputy Kratz was uninjured.

CASE: 13-2009-000074
DATE/TIME: 9/3/20 @ 2129 hrs.
LOCATION: 4412 W. Trade Winds Ave.
SUSPECT: Christopher Wainscott (w/m, 3/5/90)
INCIDENT: Battery
SUMMARY: Deputy Hernandez responded to a 911 call in the area of Harbor Dr. and W. Trade Winds Ave. Upon arrival to the area, he was summoned and advised that a battery occurred at a nearby residence. His investigation revealed that the victim was struck in the left eye by the suspect, who are roommates. One witness confirmed the altercation and statements were completed. Wainscott was arrested for battery.

CASE: 13-2009-000074
DATE/TIME: 9/3/20 @ 2129 hrs.
LOCATION: 4412 W. Trade Winds Ave.
SUSPECT: Victim from above battery case
INCIDENT: Felony Warrants
SUMMARY: While Deputy Hernandez was conducting the previous investigation for battery, a records check revealed that the victim had nine extraditable warrants from the State of Maryland. The warrants were for Felon in Possession of a Firearm, Illegal Possession of a Firearm, Carrying a Firearm in a Vehicle, Illegal Possession of Ammunition, Possession of a Controlled Substance (two counts), Driving while Suspended, Driving under Suspension w/Out-of-State License, Suspended Registration, and Fail to Display License on Demand. The victim/suspect was also arrested for active warrants.

CASE: 13-2009-000266 (Deputy Mirabal)
DATE/TIME: 9/12/20 @ 0313 hrs.
LOCATION: 1761 Bel Air Ave.
ARRESTEE: Hector Sochon (w/m, 2/11/82)
VEHICLE: White '03 Chevrolet Van (FL-DJYQ73)
INCIDENT: DUI, Poss. of Cocaine (Crack), Poss. of Marijuana, Traffic
SUMMARY: Deputy Mirabal was actively patrolling his zone within Bel Air and observed a suspicious cargo van stopped on the traveled portion of the roadway in the 1700 blk. of Bel Air Ave. Believing that the individual(s) were committing illicit activity (the van was registered in Palm Beach Co.) he conducted a traffic stop. The lone occupant, Sochon, displayed signs of intoxication and DUI. Sochon was placed under arrest for DUI and, search incident to arrest, three small bags containing suspect "crack" cocaine and a bag of suspect marijuana was located on his person. Deputies canvassed the area and spoke to the occupants of the residences where Sochon was stopped; no indications of any burglaries.

CASE: 13-2009-000355, 13-2009-000356/357/358
DATE/TIME: 09/16/20 @ 1454 hrs
LOCATION: Washingtonia Av and N Ocean Dr
SUBJECT: Sabrina Sue Wagoner W/F 3/15/79
VEHICLE: White Kia
INCIDENT: Multiple Traffic Crashes

SUMMARY: At approx. 1500 hrs, deputies, LBTS VFD, and AMR initially responded to a report of a hit & run crash at Datura Av and El Mar Dr, with information the driver was fleeing westbound via the ICW Bridge. Lt. Wesolowski observed the vehicle travelling northbound on N Ocean Dr past the BSO station and followed, where he discovered she had just crashed at the Washingtonia Av intersection. Investigation determined Wagoner is a paranoid schizophrenic, who was in crisis and suffering from a delusion she was being pursued by unknown persons. It was determined she initially entered LBTS via the ICW bridge and struck two vehicles, prior to fleeing to the Datura Av location. After striking two parked vehicles, she then fled to the Washingtonia intersection, where she struck the "Pelican Hopper" bus and two other vehicles before coming to final rest on the NW corner, off the roadway.

Wagoner and her 6 YOA developmentally disabled, non-verbal son were transported to Broward Health North, where she was eventually detained for psychological evaluation under the Baker Act. BSO Child Protective Investigative Services responded to the hospital to assume temporary legal custody of the child, who was transferred to Broward Health South (BGH) Pediatric ICU for treatment. The bus driver and other vehicle driver were injured, treated to the hospital and released.

CASE: 13-2009-000527
DATE/TIME: 9/23/20 @ 1738 hrs
LOCATION: 280 Capri Ave
SUSPECT: Benjamin Phelps W/M 2/21/79
VEHICLE: 2007 Lexus LS460
INCIDENT: LPR Hit/Stolen License Plate
SUMMARY: At 1738 hrs., an LPR hit was received indicating FL license tag Y46TWP was 'stolen' and had entered LBTS via N Ocean Drive N/B at Flamingo Av. Dep. Kratz located the 2007 Lexus LS460 W/B on Commercial Blvd as it turned S/B on W Trade Winds Av. A traffic stop was conducted at 280 Capri Av, where driver Phelps was detained without incident. Investigation determined the tag was reported stolen from nearby Phelps's Delray Beach residence, and the proper tag had expired several months prior. The vehicle was towed and Phelps was criminally charged.

CASE: 13-2009-000564
DATE/TIME: 09/25/20 @ 1309 hrs
LOCATION: 1431 S Ocean Blvd (Palm Club)
SUSPECT: Unidentified B/M
INCIDENT: Residential Burglary
SUMMARY: Homeowner, was standing in the yard in front of her home, in the Palm Club, while her housekeeper was in the kitchen. The housekeeper heard a noise and turned to observe the back (south) door to the kitchen was open, and a B/M was standing inside the living room. When Morales asked what he was doing, the man turned apologized and walked out, closing the door behind him and then walked westward through the back yard. The housekeeper informed the home owner, who walked to the security office, prior to calling 911. (Approx. 30 min delay). Deputies immediately responded and searched the surrounding area during a violent thunder storm; however, due to the time delay, and no surveillance in the area, the suspect was unable to be located. The suspect was described as a B/M in his 40's, wearing a long-sleeve button up tan shirt and brown long pants. Investigation is ongoing

CASE: 13-2009-000617
DATE/TIME: September 27, 2020 @ 1816 hrs
LOCATION: 4200 block of Sea Grape Drive
SUSPECT(S): Unknown
INCIDENT: Residential Burglary
SUMMARY: Victim left out of town on 09/24/20 and returned on 09/27/20 at which time she found that unknown suspect had gained entry into her apartment via the back door. The unknown suspect stole unknown amounts of jewelry. Per the Victim she is unable to provide a description of any of the jewelry nor the value of same. Investigation is ongoing.

MONTHLY ARREST LOGS:

M	Battery -Touch or Strike	4412	W Trade Winds Av
M	Possess Firearm by Convicted Felon	4412	W Trade Winds Av
M	DUI/Posess Cocaine/Posess Cannabis	1800	Bel Air Av
M	DWLS	280	Capri Ave

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2019 YTD	2020 YTD
AUTO THEFT	0	1	8	7
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	1	1	15	7
BURGLARY-RESIDENCE	2	0	5	8
BURGLARY-STRUCTURE	1	0	0	1
FORCIBLE SEX	0	0	1	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	2	2
HOMICIDE	0	0	0	0
ROBBERY	0	1	2	1
THEFT-GRAND	2	1	17	11
THEFT-PETIT	2	4	34	34
TOTALS	**8**	**8**	**85**	**72**

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	32
COP Hours Worked - Month	0
COP Patrol Miles - Month	0
COP Hours Worked - YTD	643

COP Patrol Miles - YTD	1281

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	32

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	112

Due to COVID-19 Captain Palmer stopped all COP patrols on March 12, 2020

RESERVE DEPUTY ASSISTANCE: Reserve Deputies are part-time, fully-sworn deputies who provide supplemental staffing to LBTS, when available, at NO cost to the Town.

	Month	2020 YTD
Reserve Deputy - Days Worked	9	66
Reserve Deputy - Hours Worked	74	612.75

MONTHLY STAFFING AND STATISTICAL REPORT:
The September 2020 Monthly Staffing and Statistical Report is attached.

Lauderdale by the Sea
Monthly Activity
September 2020

Reports/Calls	
Miscellaneous Service	
Event Reports	49
Accidents	6
Calls for Service	725

Traffic	
Types of Citation	
Non-Moving / Moving Citation	21
Parking	0
Warnings	78
Total Citations	**99**

Arrests	
Type of Arrest	
Felony	1
Misdemeanor	1
NTA	0
Capias/Warrant	0
Traffic	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DUI	1
Total Arrests	**3**

Time Worked	
Hours Worked	
Bike Patrol	13.75
Court Overtime	3
Training	52
Detached	8
Other Overtime	285.5
Days Worked	30

General	
FI	8
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 260 Miles / 139 Hours Reserve Deputies worked 9 shifts (74 hrs)

MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
September 30, 2020

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	18	1
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	**28**	**26**	**2**

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Roberto Colon	11509	L/D	Work Related Injury
Detective Glen Genovese	13738	L/D	Work Related Injury
Deputy Javier Barrios	16797	L/D	Medical

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Kerry Justice	9423	Human Resource	Oral Interview Board	8
			TOTAL	**8**

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (3 Mile Radius) – SEPTEMBER, 2020

Still shows on FDLE Website

JOSEPH P MESSIER

12/11/1974

111 Briny Ave.
Apt 1602
Pompano Bch, 33062

SEX OFFENSE, FEDERAL (KNOWINGLY ENTICING A MINOR VIA COMPUTER TO ENGAGE IN SEXUAL ACTIVITY)

(GUILTY/CONVICTED – 09/19/2003)

Federal, FL

MICHAEL WALTER MORALES

04/22/1974

516 S. Ocean Blvd #1
Pompano Beach 33062

USE OF COMPUTER TO SOLICIT OR LURE A CHILD TO ENGAGE IN SEXUAL CONDUCT F.S. 847.0135(3)(a) (PRINCIPAL)

(GUILTY/CONVICT) 10/24/2014)

Broward, FL

JAMES ORLIN CLARKE

05/14/1980

~~4109 N Ocean Dr.~~
~~LBTS, FL 33308~~
(Unknown location)

SEX OFFENSE, OTHER STATE (3RD DEGREE CRIMINAL SEXUAL CONDUCT-PERSON 13 TO 15)

(GUILTY/CONVICTED – 11/09/1999)

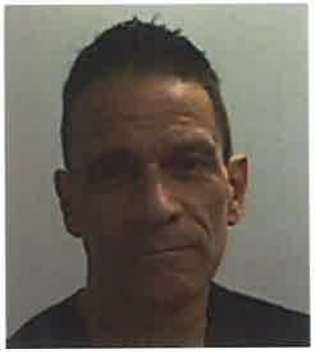
Macomb, MI

2/19/20 CI Sgt. Was advised
3/23/20 Advised by CI unit that Sex Offender was removed from 4109 N Ocean Dr.

Prepared by: Giovanna Anderson

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (3 Mile Radius) – SEPTEMBER, 2020



ANTHONY MANGANARO JR.

11/08/1965

2751 NE 58th St

Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE (ATTEMPTED DISSEMINATE INDECENT MATERIAL TO MINORS 1ST DEGREE)

(GUILTY/CONVICTED – 11/20/2003)

New York, NY

DERWIN JOHN FRAZER

06/26/1957

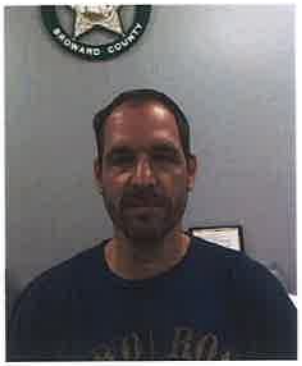
2901 NE 55th Place

Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE (Assault/Battery of High and Aggravated nature)

(GUILTY/CONVICT – 11/15/2010)

Richland, SC



MICHAEL DAVID SCHMEHL

05/26/1974

4141 Bayview Dr.

Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE (SEXUAL ASSAULT)

(GUILTY/CONVICTED – 08/26/1998)

Bucks, PA

VINCENT ALBERGO

04/17/1959

3305 NE 16TH PL.

Ft. Lauderdale, FL 33308

LEWD ASLT/SEX BAT VCTM<16; F.S. 800.04(3) (PRINCIPAL

(GUILTY/CONVICTED – 12/01/1999)

Broward, FL

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (3 Mile Radius) – SEPTEMBER, 2020

DOMINICK ANTHONY AMENTO

04/11/1943

3100 Blk Oakland Park Blvd.
Fort Lauderdale, FL 33308
(Transient)

ABUSE OF CHILD,ENG SEX PERFM; F.S.

FALSE IMPRISON ANY OTHER; F.S. 787.02 (PRINCIPAL)

PROV.OBSCENE MAT.MINOR; F.S. 847.0133 (PRINCIPAL)

(GUILTY/CONVICTED – 09/22/2004

Broward, FL

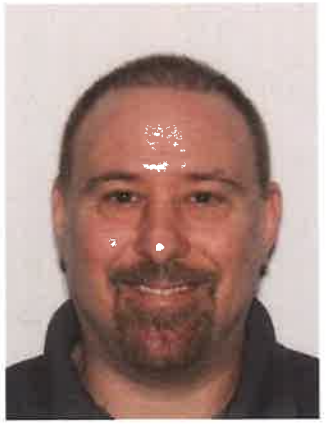
HUBERT HERNANDEZ

12/06/1960
63rd St and Federal Hwy.
Fort Lauderdale, FL 33306
(Transient)

LEWD OR LASCIVIOUS EXHIBITION VICTIM UNDER 16 YEARS OLD OFFENDER 18 OR OLDER; F.S. 800.04(7)(C) (PRINCIPAL) TIMES 3

(GUILTY/CONVICTED – 05/22/2002)

Broward, FL



DAVID RAPHAEL ROSENRAUCH

07/26/1971

3100 NE 46th ST.
Fort Lauderdale, FL 33308

PROV.OBSCENE MAT.MINOR; F.S. 847.0133 (PRINCIPAL)

SEXUAL PERFORMANCE BY A CHILD(POSSESS PHOTO OR PICTURE); F.S. 827.071(4) (PRINCIPAL)

PRODUCE, DIRECT, PROMOTE SEXUAL PERFORM. BY CHILD; F.S. 827.071(3) (PRINCIPAL IN ATTEMPT)

ADJUDICATION WITHHELD 11/12/1996

Lake, FL

PAUL LAWSON MACINTOSH EPSTEIN

05/16/1967

1551 SE 23RD Ave.

Pompano Beach, FL 33062

SEX BAT/INJ NOT LIKELY; F.S. 794.011(5)

(GUILY/CONVICTED 1/14/1997)

Broward, FL

ROBERTO BADILLO

10/10/1963

2621 N Ocean Blvd. #27

Fort Lauderdale, FL 33308

SEX BAT/INJ NOT LIKELY; F.S. 794.011(5)

(GUILY/CONVICTED 1/31/1994)

Miami-Dade, FL

September 28, 2020

Prepared by: Giovanna Anderson

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (3 Mile Radius) – SEPTEMBER, 2020

ANDREW WALKER HARRIS

08/07/1964

4117 N Ocean Blvd #116

Fort Lauderdale, FL 33308

SEX BAT BY ADULT/VCTM UNDER 12; F.S. 794.011(2) (PRINCIPAL IN ATTEMPT)

LEWD,LASCIVIOUS CHILD U/16; F.S. 800.04 (PRINCIPAL)

(GUILTY/CONVICTED – 10/04/1990)

Broward, FL

JAWARA S. MURRAY

11/06/1970

2115 N Ocean Blvd Apt. 2

Fort Lauderdale, FL 33305

SEX BATT/COERCE CHILD BY ADULT; F.S. 794.011(2)(b) (PRINCIPAL)

LEWD ASLT/SEX BAT VCTM<16; F.S. 800.04(3) (PRINCIPAL)

(GUILTY/CONVICTED – 06/13/1995)

Broward, FL

Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Judson Hopping
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:
VFD September 2020 Report (Chief Judson Hopping, VFD)

Explanation:
VFD September 2020 Report

Recommendation:
Accept/Approve

Attachments:
1. VFD September 2020 Report

Overview

During the month of September 2020, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were no fire inspections or re-inspections for the month of September and two complaints; one unfounded and the other resolved.

Responses:

The Volunteer Fire Department responded to 34 fire rescue calls within the limits of our contract.

- Of the 34 emergency fire calls dispatched, there were 11 fire alarms, 1 structure fire, 1 vehicle fire, 1 Hazmat in waterway, 2 electrical/wires down, 2 elevator rescues, 5 accidents w/injuries, 3 possible drownings, and 8 "other" fires.

- There were 68 emergency medical 911 calls for September 2020. The department was dispatched to 14 of those calls, of which, 2 was cleared by the Chief on Duty or Med12. The department provided medical care on 5 of the medical calls until M12/212 arrival and assisted M12/212 on 7 of the medical calls.

Training:

The Volunteer Fire Department had 10 regular in-town members, and 19 associate out of town members for a total of 29 active members; all furloughed members were reinstated.

The fire department resumed training drills in the month of September. There were 11 fire drills, 1 ocean rescue drill, 2 permit/BTR inspections and 1 public safety awareness consisting of the following:

- 212 Hrs - Fire Fighter P.O.'s & 2 Minute Drill
- 15 Hrs - Ocean Rescue Training
- 15.5 Hrs – Permit/BTR Fire Inspection
- 1 Hrs - Kid Safe "Child Passenger Safety" for the public

A total of 243.5 hours were spent in the month of September on training.

In closing, the Volunteer Fire Department will continue to improve and increase its members training, as required by ISO and established state training curriculums.

Respectfully,

Judson Hopping,
Fire Chief

Administration office: 4513 Ocean Boulevard
Fire Station: 4504 Bougainvilla Drive
Lauderdale-By-The-Sea, FL 33308

Tel: (954) 640-4250
Fax: (954) 640-4236
e-mail: contact@lbtsfire.com

Town of Lauderdale-By-The-Sea
Fire Department Monthly Report
September 2020

	Regular In-town	Associate Out of Town
Active Member	10	19
Fire 1 non-certified	2	0
Fire 1 Certified	0	0
Fire II Certified	8	19
CPR/1st Responder	4	2
EMT-B (FL)	2	12
Paramedic (FL)	4	5

Emergency Calls

Fire/Rescue	34
Total Medical 911 calls	68
Medical calls V.F.D. Not Dispatched	54
Medical calls V.F.D. Dispatched	14
Medical calls Canceled by COD/M12	2
Medical calls V.F.D. Assisted	12

Training +Target Solutions on-line training — **243.5+ Total Hrs.**

Firefighter Drills	212 Hrs
Ocean Rescue Training	15 Hrs
Permit/BTR Inspection	15.5 Hrs
Public Service – Car Seat Awareness	1 Hrs

Station Watch Hours — **2,696.25+ Total Hrs.**

Firefighter Station Watch	1,938.25+ Hrs
Ocean Rescue Patrol	38 Hrs
Chief on Duty/Command	720 Hrs

LBTS Volunteer Fire Department - September 2020, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	6	55
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	10	14
Carlton	Ryan	186384	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	160
Clinton	Ryan	177389	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	13	121
Cowles	James	186248	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	3	313
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	21
Garcia	Ali	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	36
Garcia	Natasha	178781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	106
Gonzalez	Anthony	177356	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	2
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	9	127
Johnson	Scott	33742	Regular Member	*	Firefighter	Firefighter II-D/E - Officer I	Paramedic (FL)	23	156
Justice	Heather	182138	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	59
Justice	Jennifer	171	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	46
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	17	185
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	28	208
Leon	Matthew	182330	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	17	154
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	38	428
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	7	50
McFarlane	Harrison	170230	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	32
Miklosh	Joseph	7013	Associate Member		Firefighter II	Firefighter II	Paramedic (FL)	6	21
Obsaint	Antoinette	165334	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	42
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	13	94
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	33	312
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	12	171
Robinson	Ruth		Associate Member		Firefighter	Firefighger II	EMT-B (FL)	1	1
Scott, III	Kenneth	7011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	35
St.Thomas	Jeffrey	176	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	54
Sweeting	Quintoro	180167	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	15
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	6	61

Monthly Activity Report - September 2020

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Sep-20	104 Commercial Blvd.	Wires down	2:57:00 PM	3:10:00 PM	6
02-Sep-20	N. Ocean & Comm.	Other fire - good intent; vehicle unable to shift into park	4:40:00 PM	5:06:00 PM	6
02-Sep-20	107 Commercial Blvd.	Vehicle fire	8:34:00 PM	11:00:00 PM	9
03-Sep-20	4660 El Mar Drive	Other fire - forced entry	1:07:00 AM	2:43:00 AM	6
03-Sep-20	1 Commercial Blvd.	Open water drowning - child found on shore - no distress	6:07:00 PM	6:58:00 PM	7
06-Sep-20	4050 North Ocean Drive	Elevator rescue	6:29:00 AM	7:07:00 AM	6
06-Sep-20	4636 El Mar Drive	Fire alarm	7:06:00 PM	7:12:00 PM	5
07-Sep-20	1850 South Ocean Blvd.	Other fire - Welfare check	7:39:00 PM	7:56:00 PM	4
11-Sep-20	2000 S. Ocean Blvd.	accident - bicyclist injury	12:25:00 PM	1:24:00 PM	5
12-Sep-20	1461 South Ocean Blvd.	Other fire - water leak	2:42:00 PM	2:55:00 PM	7
13-Sep-20	1530 South Ocean Blvd.	Other fire - cat inside vehicle hood	12:04:00 PM	12:14:00 PM	6
13-Sep-20	5100 North Ocean Drive	Fire alarm	4:33:00 PM	4:53:00 PM	8
14-Sep-20	1 E. Commercial Blvd.	Hazmat in waterway	8:50:00 AM	9:03:00 AM	6
14-Sep-20	2073 Tropic Isle	Other fire - watermain break	5:48:00 PM	6:23:00 PM	8
15-Sep-20	1500 North Ocean Blvd.	Fire alarm	1:46:00 PM	1:53:00 PM	7
16-Sep-20	E. Tradewinds & Comm	Hit/run w/injuries	2:55:00 PM	4:20:00 PM	8
16-Sep-20	Washingtona & N. Ocean	Hit/run w/injuries	3:01:00 PM	4:16:00 PM	9
16-Sep-20	256 Commercial Blvd.	Hit/run w/injuries	3:06:00 PM	4:16:00 PM	9
17-Sep-20	5100 South Ocean Blvd.	Fire alarm	3:52:00 PM	4:07:00 PM	8
18-Sep-20	1 Commercial Blvd.	Water rescue; 2 swimmers in kayak - no distress	11:50:00 AM	12:11:00 PM	8
19-Sep-20	4312 North Ocean Drive	Accident w/injuries	2:24:00 PM	2:32:00 PM	6
19-Sep-20	Washingtonia/ Bouganvilla	Electrical/utility fire	7:17:00 PM	8:04:00 PM	5
21-Sep-20	4318 El Mar Drive	Fire alarm	5:10:00 AM	5:42:00 AM	5
23-Sep-20	224 Commercial Blvd.	Elevator rescue	4:22:00 PM	4:35:00 PM	7
25-Sep-20	3900 North Ocean Blvd.	Other fire - forced entry	9:38:00 AM	9:48:00 AM	6
25-Sep-20	4050 North Ocean Drive	Other fire - wash down	11:45:00 AM	12:50:00 PM	6
25-Sep-20	1460 South Ocean Blvd.	Fire alarm	9:41:00 PM	10:06:00 PM	7
25-Sep-20	1439 South Ocean Blvd.	Structure fire	11:34:00 PM	12:09:00 AM	6
26-Sep-20	4318 El Mar Drive	Fire alarm	2:40:00 PM	3:06:00 PM	9
27-Sep-20	4318 El Mar Drive	Fire alarm	3:07:00 PM	3:31:00 PM	6
27-Sep-20	2 Commercial Blvd.	Open water drowning; swimmer out of water - no distress	5:31:00 PM	6:33:00 PM	7
28-Sep-20	1950 South Ocean Blvd.	Fire alarm	9:59:00 AM	10:10:00 AM	8
30-Sep-20	5200 N. Ocean Blvd.	Fire alarm	2:33:00 PM	3:01:00 PM	7
30-Sep-20	5200 North Ocean Drive	Fire alarm	5:32:00 PM	5:40:00 PM	8
			Total Calls	**34**	

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
01-Sep-20	South Ocean Blvd.	medical, E12 canceled at station	9:26:00 AM	10:27:00 AM	4
07-Sep-20	Poinciana Street	medical, E12 took vitals until M12 arrival	7:03:00 PM	8:00:00 PM	3
10-Sep-20	North Ocean Blvd.	medical, E12 provided care until M212 arrived	2:41:00 PM	3:36:00 PM	5
13-Sep-20	Bougainvilla Drive	medical, B12 dispatched M12	5:01:00 PM	5:06:00 PM	8
15-Sep-20	El Mar Drive	medical, walk-up, B12 dispatched M12	7:41:00 PM	8:31:00 PM	5
19-Sep-20	Bougainvilla Drive	medical, OR212 assisted M12	11:39:00 AM	12:32:00 PM	7
20-Sep-20	El Mar Drive	medical, OR212 assisted M12	12:16:00 PM	12:42:00 PM	6
22-Sep-20	Ocean Blvd.	medical, E12 provided care until M12 arrived	12:34:00 PM	12:46:00 PM	3
23-Sep-20	North Ocean Drive	medical, E12 assisted M12	3:43:00 AM	4:56:00 AM	4
23-Sep-20	North Ocean Blvd.	medical, E12 assisted M12	7:06:00 AM	7:19:00 AM	5
23-Sep-20	Commercial Blvd.	medical, OR312 canceled on arrival	6:23:00 PM	6:44:00 PM	4
23-Sep-20	Commercial Blvd.	medical, OR312 assisted M12	6:50:00 PM	7:34:00 PM	4
23-Sep-20	Seaward Drive	medical, E12 assisted M12	8:38:00 PM	11:06:00 PM	4
24-Sep-20	Bougainvilla Drive	medical, B12 took vitals until M12 arrival	6:33:00 PM	7:23:00 PM	5
			Total Calls	**14**	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
11-Sep-20	3115 NE 32 Ave., Ft. Ldle	Attend 911 - First Responder ceremony	6:00:00 PM	9:00:00 PM	6
24-Sep-20	Downtown	Filled new barriers for city	9:30:00 AM	3:00:00 PM	3
28-Sep-20	Station	Installed a forward facing car seat	2:30:00 PM	3:30:00 PM	1
29-Sep-20	2001 South Ocean Blvd.	Blue Mass @Assumption Church for First Responders	4:00:00 PM	7:30:00 PM	6

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
03-Sep-20	Station 12	Ladder Testing; ground ladders E12, E212, SQ12 & PL12	8:30:00 AM	4:30:00 PM	1
03-Sep-20	Station 12	Driver P.O.'s; foam - SQ12	6:00:00 PM	10:00:00 PM	5
11-Sep-20	4653 North Ocean Drive	BTR fire Inspection @Away Inn Hotel	9:30:00 AM	12:00:00 PM	5
12-Sep-20	Station 12	Orientation/P.O. new hire	8:00:00 AM	1:00:00 PM	10
14-Sep-20	4116 North Ocean	Bitzfire 2 1/2 & ladder, pipe SQ12	6:00:00 PM	10:00:00 PM	5
17-Sep-20	Station 12	SQ12 training	6:00:00 PM	10:00:00 PM	8
19-Sep-20	Station 12	New hire P.O.'s	8:30:00 AM	12:00:00 PM	7
22-Sep-20	Station 12	New hire - P.O. highrise & ladder sign-off	5:30:00 PM	8:30:00 PM	6
24-Sep-20	Station 12	Safety rope for ladder/stokes basket set-up	6:00:00 PM	10:00:00 PM	5
26-Sep-20	Beach	Pole location, beach safety; assisting, lunching & retrieving jet ski	10:00:00 AM	12:30:00 PM	6
28-Sep-20	Station 12	Air bags, air chisel, highrise & forcible entry	6:00:00 PM	10:00:00 PM	7
29-Sep-20	1700 S. Ocean Blvd.	Assist Fire Marshal on permit inspection for new locations of FD connection underground line	11:30:00 AM	12:20:00 PM	3

Date	Ocean Rescue Patrol	Event Description	Start Time	End Time	No. of FF
05-Sep-20	Beach	Ocean rescue patrol	10:00:00 AM	5:00:00 PM	2
06-Sep-20	Beach	Ocean rescue patrol	1:00:00 PM	5:30:00 PM	2
20-Sep-20	Beach	Ocean rescue patrol	10:00:00 AM	2:00:00 PM	2
26-Sep-20	Station 12	Ocean rescuel patrol	10:30:00 AM	2:00:00 PM	2

*Ocean Rescue patrol consist of checking poles/life rings, educating public on flags, rips currents & any fire related issued near or on the beach.

Unit Response Time 3- Month Average

Sep-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	41	42	4	5
Response Time	0:04:35	0:05:12	0:00:00	0:00:00

Total Average Response Time : 5:05

Aug-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	38	46	4	6
Response Time	0:05:06	0:05:34	0:00:00	0:00:00

Total Average Response Time : 5:04

Jul-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	30	40	6	3
Response Time	0:04:13	0:06:18	0:00:00	0:00:00

Total Average Response Time : 4:59

Agenda Item No: 7.c

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Brooke Liddle
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR September 2020 Report (Chief Brooke Liddle, AMR)

Explanation:

AMR September 2020 Report

Recommendation:

Accept/Approve

Attachments:

1. AMR September 2020 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
9/1/2020	1400 blk S Ocean Blvd	02:33:57	02:33:57	02:34:23	00:00:26
9/13/2020	4500 blk N Ocean Dr	16:46:27	16:46:51	16:46:56	00:00:29
9/22/2020	4500 blk N Ocean Dr	12:36:28	12:36:58	12:37:00	00:00:32
9/23/2020	100 blk Commercial Blvd	18:51:28	18:51:46	18:52:45	00:01:17
9/27/2020	100 blk Commercial Blvd	17:33:19	17:33:33	17:34:55	00:01:36
9/1/2020	1500 blk S Ocean Blvd	09:28:27	09:28:58	09:30:05	00:01:38
9/20/2020	4200 blk El Mar Dr	12:18:02	12:18:14	12:19:42	00:01:40
9/19/2020	4600 blk El Mar Dr	11:41:15	11:41:23	11:43:15	00:02:00
9/10/2020	4500 blk Poinciana St	22:54:12	22:54:42	22:56:13	00:02:01
9/5/2020	4600 blk N Ocean Dr	21:03:26	21:03:40	21:05:29	00:02:03
9/11/2020	100 blk Commercial Blvd	11:12:28	11:12:55	11:14:39	00:02:11
9/28/2020	4300 blk N Ocean Dr	22:59:03	23:00:01	23:01:14	00:02:11
9/30/2020	4600 blk N Ocean Dr	18:17:36	18:19:26	18:19:50	00:02:14
9/11/2020	2000 blk S Ocean Blvd	12:24:24	12:24:41	12:26:38	00:02:14
9/13/2020	4400 blk El Mar Dr	19:08:23	19:08:31	19:10:38	00:02:15
9/25/2020	4000 blk N Ocean Dr	11:47:10	11:47:34	11:49:26	00:02:16
9/19/2020	1600 blk S Ocean Blvd	12:30:59	12:31:09	12:33:18	00:02:19
9/10/2020	4600 blk N Ocean Dr	21:22:22	21:22:54	21:24:48	00:02:26
9/23/2020	100 blk Commercial Blvd	18:24:42	18:24:56	18:27:09	00:02:27
9/15/2020	4900 blk N Ocean Blvd	22:23:10	22:23:20	22:25:40	00:02:30
9/15/2020	4600 blk El Mar Dr	19:42:33	19:44:27	19:45:06	00:02:33
9/3/2020	100 blk Commercial Blvd	18:07:43	18:08:37	18:10:25	00:02:42
9/24/2020	4500 blk Bougainvilla Dr	18:33:38	18:35:08	18:36:24	00:02:46
9/23/2020	4000 blk N Ocean Dr	03:54:05	03:56:52	03:56:57	00:02:52
9/10/2020	4100 blk N Ocean Dr	16:09:34	16:09:55	16:12:29	00:02:55
9/14/2020	Commercial Blvd/Sea Grape Dr	20:43:53	20:44:07	20:46:49	00:02:56
9/21/2020	5400 blk N Ocean Blvd	13:52:56	13:53:20	13:55:55	00:02:59
9/13/2020	4200 blk E Tradewinds Ave	21:48:29	21:48:40	21:51:30	00:03:01
9/19/2020	100 blk Commercial Blvd	23:19:49	23:20:01	23:22:57	00:03:08
9/2/2020	1800 blk S Ocean Blvd	04:56:00	04:57:16	04:59:09	00:03:09
9/7/2020	1800 blk S Ocean Blvd	19:41:14	19:41:47	19:44:40	00:03:26
9/3/2020	4600 blk El Mar Dr	01:08:02	01:08:47	01:11:30	00:03:28
9/6/2020	1900 blk S Ocean Blvd	14:41:30	14:41:35	14:45:00	00:03:30
9/2/2020	4900 blk N Ocean Blvd	23:47:15	23:49:06	23:50:46	00:03:31
9/1/2020	4600 blk N Ocean Dr	16:49:07	16:51:47	16:52:39	00:03:32
9/7/2020	1600 blk S Ocean Blvd	18:52:04	18:53:39	18:55:42	00:03:38
9/27/2020	200 blk Commercial Blvd	16:14:28	16:15:39	16:18:07	00:03:39
9/3/2020	1900 blk E Terra Mar Dr	13:31:40	13:31:47	13:35:21	00:03:41
9/19/2020	4300 blk N Ocean Dr	14:25:09	14:26:42	14:28:51	00:03:42
9/27/2020	4200 blk N Ocean Dr	01:25:44	01:25:55	01:29:29	00:03:45
9/8/2020	200 blk Commercial Blvd	21:10:56	21:11:20	21:14:43	00:03:47
9/2/2020	100 blk Commercial Blvd	20:34:34	20:36:30	20:38:24	00:03:50
9/21/2020	Commercial Blvd/E Tradewinds Ave	02:11:15	02:11:26	02:15:06	00:03:51
9/5/2020	4300 blk N Ocean Dr	02:40:52	02:42:43	02:44:45	00:03:53
9/18/2020	1400 blk S Ocean Blvd	18:06:09	18:06:22	18:10:21	00:04:12
9/6/2020	1800 blk S Ocean Blvd	03:57:40	03:58:41	04:01:55	00:04:15
9/14/2020	1700 blk S Ocean Blvd	17:48:06	17:48:24	17:52:24	00:04:18
9/30/2020	1800 blk S Ocean Blvd	03:41:39	03:43:17	03:45:57	00:04:18
9/6/2020	5100 blk N Ocean Blvd	05:28:57	05:35:19	05:33:21	00:04:24

9/16/2020	Washingtonia/N Ocean	14:55:42	14:46:41	15:00:06	00:04:24
9/3/2020	200 blk Harbor Dr	21:25:45	21:25:58	21:30:30	00:04:45
9/28/2020	100 blk Commercial Blvd	13:39:03	13:44:33	13:43:53	00:04:50
9/13/2020	100 blk E Terra Mar Dr	14:13:47	14:14:13	14:18:42	00:04:55
9/12/2020	4400 blk Poinciana St	02:02:56	02:03:25	02:07:56	00:05:00
9/10/2020	4700 blk N Ocean Blvd	14:43:35	14:43:44	14:48:44	00:05:09
9/25/2020	1400 blk S Ocean Blvd	23:33:47	23:36:07	23:39:04	00:05:17
9/1/2020	4100 blk N Ocean Dr	09:46:57	09:48:18	09:52:03	00:05:06
9/3/2020	4600 blk El Mar Dr	09:00:48	09:02:46	09:04:02	00:03:14
9/7/2020	4900 blk N Ocean Blvd	10:32:33	10:34:07	10:34:53	00:02:20
9/9/2020	200 blk Basin Dr	08:47:57	08:50:30	08:51:01	00:03:04
9/14/2020	Commercial Blvd/N Ocean Dr	08:50:31	08:53:18	08:53:31	00:03:00
	6 min or less = 100%			**Average =**	**0:03:06**

Agenda Item No: 8.a

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Bill Vance
Submitting Department: Administration
Item Type: Report
Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

Explanation:

LAUDERDALE-BY-THE-SEA TOWN HALL IS ABSOLUTELY OPEN FOR BUSINESS BY APPOINTMENT

To make an appointment, please call (954) 640-4200

Phase 3 Reopening

The Governor and Broward County have issued new emergency orders that allow to restaurants and bars to operate by following certain requirements. Below please find the summary of the two most recent orders from the State and the County:

Governor's Executive Order 20-244

https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-244.pdf

- No COVID-19 emergency order may prohibit an individual from working or operating a business.
- Restaurants cannot be limited to less than 50% capacity by a local government, unless the local government quantifies the economic impact of such limitation and explains why the limitation is necessary for the public health.
- The order suspends the collection of fines and penalties associated with COVID-19 enforced upon individuals.

Broward County Order 20-27

https://www.broward.org/CoronaVirus/Documents/EmergencyOrder20-27.pdf

- On-premise consumption of food and alcohol must end at 11PM.
- Establishments licensed to serve food may operate at up to 100% of indoor capacity if a distance of six feet is maintained between tables, and no more than six people sit at a table. Should an establishment not be able to meet the minimum 50% capacity requirement (as set forth by the Governor's Executive Order), an establishment may, to reach the 50% capacity level, allow patrons to stand at an assigned table or in an assigned area, and must comply with social distancing requirements to the maximum extent possible.
- Establishments that only serve alcohol (that are not licensed to serve food) must operate at no more than 50% of the establishment's indoor capacity.
- Total combined occupancy of indoor and outdoor areas shall not exceed existing total maximum occupancy.
- Permits hot tubs to open in homeowner association (HOA) communities, but operations are subject to more stringent rules that may be imposed by the HOA.

Funding Opportunities

On September 25, the Town, in coordination with Moffat & Nichol, the Town's beach consultant, submitted an application to the **Florida Department of Environmental Protection Coastal Partnership Initiative**. The Town is requesting $30,000 to help cover the costs of the Dune Restoration and Creation Plan. The Plan will encompass a technically, regulatory, and environmentally-sound dune enhancement design that will provide enhanced erosion protection and increased local/regional habitat and biodiversity within the beach / dune community.

Census Update

Great news! The Census Bureau will continue to collect responses until October 31. This gives LBTS more time to complete their form and make a difference in the amount of federal resources our Town will receive in the next 10 years. To date, the Lauderdale-By-The-Sea response rate is at 44%, almost 20 points behind the County's rate (62.9%) and the State's rate (62.6%). Please helps us promote it to every resident. To fill out your census form online, go to www.my2020census.gov.

Human Resources Update

The Lauderdale-By-The-Sea family is proud to announce that, as a result of the FY21-completed job description study, three (3) Town employees have been promoted to new positions:

- Edner Saint-Jean - Assistant Finance Director
- Jhanelle Campbell - Assistant Development Services Director
- Lisa Slagle - Human Resources Manager

Capital Improvement Projects

The tentative construction start date for the **Terra Mar Storm Sewer Project** is November 2nd. Construction is anticipated to take approximately four months to complete. Staff will have a meeting with the residents prior to the start of the project on October 15th.

Municipal Services Director, Ken Rubach, has requested an inspection of **the Bel Air Seawall** by a structural engineering firm to determine next steps.

The **Friedt Park Courtyard Improvements** have been completed. New sample furniture has been placed in courtyard. Staff continues to work with FPL to relocate the pole and its guy wires further to the west and out of the immediate court-yard improvements.

Staff is currently working to secure State grant funding for the **Palm Club Septic-to-Sewer Project**. The plans are now complete, and staff is awaiting on the permits to be issued by Broward County. Once this has been completed, the project will be placed out to bid.

The sidewalk adjacent to the **Hibiscus/A1A Crosswalk** has been modified to include new ramps and ADA detectable warning tiles. Crosswalk striping and landscape restoration are complete. Staff is working with FDOT on correcting some workmanship issues regarding signage.

The Florida Department of Transportation has been updating **lighting at intersections on A1A and Commercial Boulevard**. This includes retrofitting of the existing lighting system and additional poles where needed. Municipal Services Director has been coordinating these efforts with FDOT.

Other Projects

Municipal Services Director and staff has completed the following **attention to detail projects:**

- Cut back tree on Pine Ave
- Cleared weeds on bridge Walkway.
- Replaced missing clusia on the Bel Air Seawall
- Changed order of signs on Harbor Drive.
- Fixed loose bollard on El Prado Avenue
- Paved Downton Walkway
- Straightened sign in Bel Air - Blue Water Terrace
- Trimmed back tree for visual of street sign on Pine & Poinciana Street
- Trimmed bushes at Jarvis Hall
- Sprayed weeds coming through pavers on A1A and Hibiscus
- Repair Wall under window by Finance Rear Door

Development Services staff continues to coordinate with Broward County Transit (BCT) the installation of new **bus shelters** in Town. BCT has submitted the permit application for the shelter at 2000 S. Ocean Blvd. (Royal Coast Condo).

The surveys for the next 5 stops are complete and we have discussed the options for locating the new shelters. Proposed locations are:

- A1A Southbound (Walgreens - 4319 N. Ocean Dr.)
- A1A Northbound (Beachside Village Resort - 4564 N. Ocean Dr.)
- A1A Southbound (Surfrider Resort - 1441 S. Ocean Blvd.)
- Commercial Blvd. Westbound (Flynn Engineering - 241 Commercial Blvd.)
- A1A Northbound (Sea Ranch Beach Club Opposite Gatehouse Rd.)

The next step is for BCT to locate the proposed shelters on the surveys so they can make sure that the shelters will fit and whether any easements will be required. Once these drawings are completed, they will submit permit applications for the stops that can go forward without needing an easement.

The Town's electrical contractor, Kilowatt Electric, has begun installing the security **camera poles**, which arrived on October 2nd. Staff anticipates receiving the cameras the week of October 19th.

The **Oct-Nov-Dec 2020 issue of Town Topics** will be delivered to the public by Monday. A digital copy of this publication is now available on the Town's website: www.lbts-fl.gov.

Community Center Update

Community Center Manager, Armilio Bien-Aime, continues to make the community center programming available online, so our Community Center members and residents can enjoy these classes from the safety and comfort of their homes. New class sessions are uploaded very week. To access the links, please visit the Town website at: https://www.lauderdalebythesea-fl.gov/439/Community-Center-Events.

Recommendation:

N/A

Agenda Item No: 10.a

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Tedra Allen
Submitting Department: Administration
Item Type: Minutes
Agenda Section: APPROVAL OF MINUTES

Subject Title:
Approval of Minutes (Tedra Allen, Town Clerk)

Attachments:
September 14, 2020 1st Public Budget Hearing
September 14, 2020 Commission Meeting Minutes
September 21, 2020 2nd Public Budget Hearing Minutes
September 21, 2020 Commission Meeting Minutes
September 22, 2020 Special Town Commission Meeting - El Mar Drive

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
1ST PUBLIC BUDGET HEARING MINUTES
VIRTUAL MEETING
MONDAY, SEPTEMBER 14, 2020
6:00 P.M.

1. CALL TO ORDER

Mayor 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, Town Manager Bill Vance, Town Attorney Susan L. Trevarthen, Assistant to the Town Manager Neysa Herrera, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, Public Information Officer Steve d'Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS

Town Clerk Tedra Allen read the following public comments:

- Barbara Cole, resident, requested that the millage rate be set as low as possible; she felt an alternative to the addition of roughly $5 million to the budget could be identified
- Stuart Dodd, resident, recalled the efforts taken to keep the Town's millage rate the same in previous years, and recommended against external costs associated with the El Mar Drive project and other capital projects in order to retain a low millage rate for the next fiscal year
- Barbara Cole, resident, hopes the Commission does their due diligence and come up with an alternative to adding close to 5 million to the budget.

4. PRESENTATIONS

4.a FY20/21 Budget Presentation (Lucila Lang, Finance Director / Neysa Herrera, Assistant to the Town Manager)

Assistant to the Town Manager Neysa Herrera provided a presentation on the fiscal year (FY) 2020/2021 budget, noting some of the items prioritized in the FY 2019/2020 budget:

- Job descriptions and classifications plan
- Replacement of Town Hall Information Technology (IT) infrastructure, including the telephone system
- Installation of new lighting in the West Commercial Plaza
- Coordination of Capital Improvement Projects, including the design of El Mar Drive improvements, design of the Palm Club sewer project, design of Terra Mar Island stormwater improvements

Two of the Town's most significant public accomplishments in FY 2019/2020 were the improved Friedt Family Park courtyard and the settlement/demolition of the former Holiday Inn property and structure. Improvements have also been made to the Jarvis Hall portico area. The Terra Mar drainage improvement project will be brought before the Commission for consideration at their September 21, 2020 meeting. If approved, this project will begin in November 2020, with construction to last four to six months. The Palm Club sewer project will be ready for bid in fall 2020, with construction expected to begin in 2021.

Construction of the A1A/Hibiscus Drive crosswalk has begun, and the Town is working with the Florida Department of Transportation (FDOT) to coordinate next steps in this process.

Other FY 2019/2020 accomplishments include:

- Bougainvillea Drive parking lot lighting
- New bicycle repair station on El Mar Drive
- Installation of an electric vehicle (EV) parking station in the A1A parking lot
- Improvement of South A1A median landscaping
- Beach maintenance plan
- Improved bus shelters in conjunction with Broward County Transit (BCT)

The settlement of the Florida Development Group (FDG) lawsuit regarding the former Holiday Inn property resulted in the payment of $1.65 million in negotiated fines. They will also cover $390,000 in demolition costs and $83,750 in site restoration work.

The Town increased its online services in the wake of the ongoing COVID-19 pandemic to provide the community with information on available resources. They partnered with the Lauderdale-By-The-Sea Chamber of Commerce to assist local businesses during Phase 1 openings, which will be ongoing through Phase 2. The Town has promoted its open businesses through marketing on social media.

Public safety efforts include:

- Presence of Broward Sheriff's Office (BSO) personnel in Downtown
- Signs encouraging the wearing of masks and social distancing
- Virtual rather than in-person classes from the Community Center

Finance Director Lucila Lang showed the proposed budget for FY 2020/2021, including revenues and expenditures by fund. The recommended budget is $24 million, with the largest portion of all funds going toward the Town's physical environment, which includes capital improvement projects. This is followed by public safety and general governmental operations.

The Town's single largest revenue source in its budget is ad valorem taxes on commercial and personal properties, followed by Florida Power and Light (FPL) franchise and utilities taxes, sales taxes, communication service taxes, waste franchise collection taxes, and municipal revenue sharing.

The Broward County Property Appraiser's Office has determined that the value of property in Lauderdale-By-The-Sea was $2.7 billion as of January 2020. This represents an increase of 3.61% in taxable value over January 2019. The fiscal 2019/2020 millage rate of 3.5000 was the second lowest in Broward County.

Finance Director Lang reviewed the Town's millage rate history, which has either decreased or remained the same for the last 10 years. The recommended millage rate for FY 2020/2021 remains unchanged at 3.500, which will generate slightly over $9 million in ad valorem property tax revenue. This will provide the Town with an additional $299,000 for the budget, assuming a 95% collection rate.

The FY 2020/2021 budget is expected to remain flat or decrease for most Town Departments. Donations have increased slightly, as have allocations for the Chamber of Commerce for upgrades and maintenance. Police and Emergency Services have undergone an annual rate increase, including allocations for Police overtime in the Downtown area.

Additional items within the General Fund include:

- No recommended salary increases for the Town Manager or Town Staff in FY 2020/2021
- Health insurance increases of nearly 17%, which is the average within the industry

- Donation request changes for three nonprofit entities, as well as an additional $8000 request
- The Town's contracted waste/recycling coordinator has proposed a change to hourly compensation beginning January 2021

Finance Director Lang noted that the Town's Fire Fund will remain the same, with an allocation for an operational and fire assessment fee study. The most recent study was in 2007. The newly created Building Fund will track the Town's building permit and inspection revenues and expenditures. The Sewer Fund remains essentially the same, and revenues budgeted for the Parking Fund are very conservative due to the impact of COVID-19.

5. RESOLUTIONS

5.a Resolution 2020-32 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE BY THE SEA, FLORIDA, ESTABLISHING THE PROPOSED TOWN AD VALOREM TAX MILLAGE RATE AT 3.5000 MILLS PER THOUSAND DOLLARS OF TAXABLE ASSESSED VALUE, WHICH IS 3.61% ABOVE THE ROLLED BACK MILLAGE RATE OF 3.3781 MILLS COMPUTED PURSUANT TO STATE LAW, FOR THE 2020 TAX YEAR; ANNOUNCING THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (Lucila Lang, Finance Director)

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

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 4-1 (Commissioner Malkoon dissenting).

5.b Resolution 2020-33 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE ATTACHED TENTATIVE TOWN BUDGET FOR THE 2020/2021 FISCAL YEAR; ANNOUNCING THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE FINAL TOWN BUDGET FOR THE 2020/2021 FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE. (Lucila Lang, Finance Director)

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

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

5.c Resolution 2020-34 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING THE FINAL FIRE ASSESSMENT RATE ON PROPERTY THAT IS SPECIALLY BENEFITED BY FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; CONFIRMING THE FINAL ASSESSMENT ROLLS AND LEVYING SUCH SPECIAL ASSESSMENTS. (Lucila Lang, Finance Director)

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

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

6. ADJOURNMENT

With no further business to come before the Commission at this time, the meeting was adjourned at 6:52 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Tedra Allen Date

Public Comments
1st Public Budget Hearing
September 14, 2020

Barbara Cole, resident – Reso 2020-32 - Millage
Mayor, Commissioners-
Every year the Town Administration puts forth to increase the millage and almost every year since I've been around the discussion for doing so involves a small amount increase per property per the lone speakers' viewpoint on personal fiscal impact along with the administration and staff offering up the wants they have for increasing it but not the need.
Once again as a long time resident with two properties in town I ask for the millage to go as low as possible to show that the commission is cognizant and well aware of no need to increase it especially this year where a few dollars really can impact so many!

Barbara Cole, resident – Reso 2020-33 - Budget
Mayor, Commissioners-
After looking at the Town Manager Summary for the 20/21 Budget with an increase of 4.7 million to 29 million with his 3 reasons why summary-

The three largest components of the net All Funds Budget (excluding the inter-fund transfers mentioned above) are:

1. Physical Environment for 30.59% ($7.5 million) (Capital Improvement Projects: Visitor's Center, East Terra Mar Drive, Beach Re-nourishment, Palm Club Sewer, El Mar Drive)

2. Public Safety for 28.10% ($6 million) (Police, Fire, Emergency Medical Services and Development Services)

3. General Government at 11.86% ($2.9 million) (Town Operations)'

I, as a constituent hope you each did your due diligence and can come up with an alternative to adding close to 5 million to our budget.

We are paying for sewers to be installed on private property with taxpayer money. After reading the years of shade sessions per public records requests it is my opinion doing so is based on false assertions and using false environmental cautions concerning septic tanks that somehow seems to bypass Sea Ranch Lakes septic tank environment located closer to old LBTS when compared to the Palm Club.

El Mar Drive does not need a 4-5 million dollar makeover as you are hearing once again from the stakeholders et al. The want and the need are the same for this historic MIMO Town owned street. Pushing up costs for design components and available grants are good for resumes but not for those who actually reside here. "Keep it Simple" is still the largest response and that means much lower budgeting required for this project.

We are a small town still and over the last few years it looks as if we have morphed in to a city with the number of in -house/ contracted employees and the long term expense of all that

entails with increases in salaries, health care and pensions. We are back to agendas with loads of ordinances and resolutions that increase costs as well.

In the not too distant future the above types of expenditures along with pensions, fire and public safety costs coupled with more and more County and State over reach for control over municipalities through ballot initiatives and an elected County Mayor will result in the end of towns and cities resulting in satellite areas run under County/ State governing.

To put off this becoming a reality requires town commissions to start thinking long term impacts of their decisions and to pay attention to their constituents, budgets, and ongoing ballot initiatives.

MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
VIRTUAL REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Monday, September 14, 2020
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 7:00 p.m. Also present via teleconference were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Bill Vance, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, Town Planner Jhanelle Campbell, Jay Flynn, Town Engineer, Special Projects Coordinator Debbie Hime, Human Resources Manager Lisa Slagle, Public Information Officer Steve d'Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION – MOMENT OF SILENCE

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Item 13a was tabled until the September 21, 2020 Town Commission meeting.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

Town Clerk Tedra Allen read the following public comments:

- Cristie Furth, resident, requested that the Commission consider the hardships experienced by Town businesses and residents during the ongoing COVID-19 pandemic, and asked that taxes and spending be minimized in response; she also recommended the reinstatement of in-person Town meetings
- Barbara Cole, resident, asked that Commission, advisory board, workshop, and other special meetings be resumed in person in Jarvis Hall

7. PUBLIC SAFETY DISCUSSION

7.a VFD July & August 2020 Report (Chief Judson Hopping)

Town Manager Vance noted that the Volunteer Fire Department (VFD) continues to provide face coverings to the public free of charge in the Downtown area.

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

7.b BSO August 2020 Report (Captain Thomas Palmer)

Captain Thomas Palmer of the Broward Sheriff's Office recognized Rene Suarez and Miguel Mirabal as August 2020 Employees of the Month. He also recognized Deputy George Figueroa for responding to a medical call and saving an individual's life.

Vice Mayor Oldaker requested a greater Police presence on Commercial Boulevard to discourage excessive speed. Commissioner Sokolow added that drivers on Commercial Boulevard are making unsafe traffic maneuvers in addition to excessive speeds. Captain Palmer confirmed that BSO has received complaints of drivers using medians for passing at unsafe speeds, and enforcement efforts are underway. Commissioner Strauss noted that there have been noise complaints on Commercial Boulevard and A1A as well.

Vice Mayor Oldaker also requested an update on patrols of the Intracoastal Waterway. Captain Palmer advised that the Broward Sheriff's Office Marine Unit and Fort Lauderdale Marine Unit are working to address complaints of Jet Skis and other speeding vessels creating wakes and endangering public safety on the waterway. They have contacted rental companies to ensure their customers are aware of waterway regulations.

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

8. TOWN MANAGER REPORT

Town Manager Bill Vance advised that this report was included in the comprehensive presentation made at the First Public Budget Hearing earlier in the evening. This report will return at the next scheduled Commission meeting.

Mayor Vincent asked how long the Town anticipates maintaining barricades in the Downtown area to encourage public safety as Phase 1 of COVID-19 recovery moves into Phase 2. He also suggested that the closure of portions of A1A be considered when full public activity has resumed Downtown.

Town Manager Vance confirmed that these barricades are likely to remain at least through October and/or November 2020. He noted that it may be preferable for the Town to purchase the barricades rather than renting them if they continue to be used for a number of additional months. Captain Palmer added that these barriers are used for other community events, such as holiday celebrations, as well as during the pandemic.

Commissioner Malkoon asked for the full Commission's input on resumption of public meetings in Jarvis Hall. Mayor Vincent noted that the Governor's Emergency Order permitting virtual meetings is set to expire on October 1, 2020. It is possible that another Emergency Order will be issued close to this date to either extend or absolve the previous Order. It will then be up to each municipality and county to make its own decision regarding whether or not to resume in-person public meetings.

Mayor Vincent recommended addressing this issue either at the next scheduled meeting or awaiting further Governor's Orders at the end of September 2020, at which time additional indicators regarding the spread of COVID-19 are expected to be available to show the trend of the virus.

Commissioner Malkoon observed that Jarvis Hall may be able to provide space for appropriate social distancing. He noted that it may not be necessary for all Staff members to attend public meetings in person. He also pointed out that the upcoming public meeting to address the El Mar Drive project is of significant importance to the Town, and that not all members of the public may be aware of how to participate in meetings using communication technology.

Commissioner Sokolow asserted that he was not in favor of placing members of the public in harm's way while virtual meetings continue to function as an alternative. He noted that members of the public who cannot access this technology may be able to attend via a Zoom platform at Jarvis Hall and make comments from that location.

It was determined that the September 22, 2020 special meeting regarding the El Mar Drive project would proceed as scheduled at this time.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen noted that the Commissioners have not yet fulfilled their annual requirement for ethics training. It was determined that the Commission would meet on October 13 and October 27, 2020, from 4 p.m. to 6 p.m. for this training.

10. APPROVAL OF MINUTES

10.a Approval of Minutes (Tedra Allen, Town Clerk)

i. July 21, 2020 Town Commission Meeting Minutes

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

ii. August 11, 2020 Town Commission Meeting Minutes

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

11. CONSENT AGENDA

Commissioner Malkoon requested additional discussion of Item 11.b. Vice Mayor Oldaker also requested that Items 11.c and 11.f be pulled for discussion.

11.a Woman's Club FY 21 Parking Permit Request (Tedra Allen, Town Clerk)

11.b HRCC Final Report to the Town of Lauderdale-By-The-Sea Job Descriptions and Pay Plan (Bill Vance, Town Manager)

Commissioner Malkoon asked if this study accounted for the size of Lauderdale-By-The-Sea in comparison to other nearby municipalities when considering salaries and positions. He observed that some positions will be much more comprehensive and have greater responsibility in larger communities.

Human Resources Manager Lisa Slagle confirmed this, pointing out that these positions are also likely to have larger staffs and budgets in larger communities. These are taken into consideration for purposes of comparison. Town Manager Vance added that job descriptions apply only to full-time Town employees and their responsibilities, which may include managing contracted resources.

Commissioner Malkoon recommended that the Town develop a succession plan in the event that the Town Manager became unable to perform his duties. Human Resources Manager Slagle pointed out that there is a job description for a Deputy Town Manager, which is currently vacant. While there are no plans to fill this position within the coming fiscal year, the Commission could temporarily designate an Acting Town Manager on a temporary basis in the event of an emergency. Commissioner Malkoon requested that this discussion be placed on a future Agenda.

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

11.c American Medical Response (AMR) Agreement Renewal (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

Vice Mayor Oldaker noted that the contracts for both American Medical Response (AMR) and C.A.P. Government, Inc. are renewals rather than new agreements. AMR will receive a 3% increase and C.A.P. Government's costs will not change.

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

11.d Chamber of Commerce Agreement Renewal (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

11.e First Amendment to Agreement between Broward County and the Participating Municipality for Participation in the Consolidated Regional e-911 Communications System (Susan Trevarthen, Town Attorney / Thomas Palmer, BSO)

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

11.f C.A.P. Government, Inc. Agreement Renewal (Linda Connors, Development Services Director)

Mayor Vincent referred to a clause of C.A.P. Government's contract that addressed the hiring of additional personnel to ensure that the work, review, and inspection processes proceed smoothly and without delay. He emphasized the importance of ensuring this process moves forward in a fluid and timely manner.

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

13.a Approval of a GMP with Man Con Incorporated for Terra Mar Stormwater Improvements (Bill Vance, Town Manager / Jay Flynn, Town Engineer / Ken Rubach, Municipal Services Director)

This Item was tabled until the September 21, 2020 Town Commission meeting.

14. COMMISSIONER COMMENTS

Commissioner Strauss offered the Commission's prayers for residents of Louisiana who recently experienced Hurricane Sally as well as the two Police Officers who were injured in California. He encouraged residents to patronize the Town's local retailers and restaurants.

Vice Mayor Oldaker acknowledged the removal of the former Holiday Inn structure at the entrance to the south end of the Town. He felt this, along with the A1A/Hibiscus Drive crosswalk, would be an important improvement to the Town.

Vice Mayor Oldaker requested additional information regarding activity at El Mar Drive/Commercial Boulevard. Town Planner Jhanelle Campbell advised that the subject property is undergoing renovations to convert it into two retail spaces. There will be no second story to this property, although a mezzanine is being added.

Vice Mayor Oldaker concluded by cautioning residents to be aware of the ongoing and active 2020 hurricane season.

Mayor Vincent noted that there are currently no applications for the rental of either of the retail spaces to which Planner Campbell and Vice Mayor Oldaker had referred.

15. ORDINANCES 1ST READING

15.a Ordinance 2020-07: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE V "ZONING," DIVISION 2 "DISTRICTS," SUBDIVISION L "B-1-A DISTRICT REGULATIONS," AND SUBDIVISION M "B-1 DISTRICT REGULATIONS" TO MODIFY REGULATIONS AND STANDARDS RELATED TO OUTSIDE SEATING FOR RESTAURANTS ON PRIVATE PROPERTY, OTHER THAN A SIDEWALK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE (Linda Connors, Development Services Director)

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

Planner Campbell recalled that the Town Commission held a workshop in May 2019 to discuss issues such as noise, signage, and outdoor dining/sidewalk café regulations. They requested that Staff bring forward an Ordinance to amend these regulations, which has previously passed. Because the Ordinance was not advertised correctly, however, it was deemed invalid, and the Ordinance is brought back for reconsideration following proper advertisement on July 25, 2020. There have been no changes to the Ordinance itself, which was previously known as Ordinance 2020-01.

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

15.b Ordinance 2020-08 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 1 "GENERAL PROVISIONS," CHAPTER 9 "FLOOD PREVENTION AND CONTROL," AND CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS" TO COMBINE THE PLANNING AND ZONING BOARD, BOARD OF

ADJUSTMENT, HISTORIC PRESERVATION BOARD, AND LOCAL PLANNING AGENCY TO SERVE AS ONE BOARD; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

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

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

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:02 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Tedra Allen Date

Public Comments
Town Commission Meeting
September 14, 2020

Barbara Cole, resident
Mayor, Commissioners-

The time has come for discussion and action to resume Jarvis Hall Commission, Board and Special meetings. Jarvis Hall has had a few meetings already and Town Hall has employees returned as well. The hall capacity allows for an acceptable percentage that maintains social distancing and safety precautions. Plexi- glass could easily be installed between dais members while allowing commission/ staff to continue on Zoom if they prefer. Staff could either social distance in hall or come in from their offices for their agenda reports along with the Zoom option. The normal attendance at meetings is well below the allowed number of attendees at either 25 or 50 percent. Jarvis Hall will be open for the November 3, 2020 Presidential election which also shows it can be safely opened again. Any concerns of a large turnout can easily be dealt with using the outside area if the increase is due to an issue bringing people for public comments at the podium just as voters who will wait to vote. It is time for constituents and commissioners to meet and hear each other in person again. I ask that this be discussed tonight so that the 9/22 / 2020 El Mar Drive Special Meeting and the 2nd Budget meeting along with the next commission meeting are in person at Jarvis Hall.

Christie Furth, resident

Good Evening Commissioners

Please consider the hardships Lauderdale by the Sea businesses and residents have endured since Covid-19 hit us in March. Many of us have had little or no income and hopes of a quick rebound have not panned out. We have all had to cut back, some using up their savings to pay bills, taxes and insurance, some facing eviction and food insecurity. Please be mindful, as we all must, to keep taxes and spending to a minimum during these trying times.

Another topic is the reopening of Jarvis Hall for Commission Meetings. It is time, Commissioners need to interact with Citizens over important community issues. If participants follow proper CDC protocols and limit attendance there is no reason not to reinstate in-person Commission meetings immediately, especially for an extremely important meeting set for next Tuesday, Sept. 22 when the Commission may vote to proceed with an El Mar Design plan.

The El Mar decision could affect the ambiance of Lauderdale by the Sea forever. Two plans have been designed and presented for comment on the Town website. However, I found that the most controversial aspect of the one lane plan had been omitted. The pull-out parking lots for trucks had been removed from landscaped median. Also, no mention of median truck pull outs was listed in either the narrative or legend. This omission appeared to make the one lane rendering more appealing than it really is so I'm glad this will soon be remedied and viewers will get accurate information on which to base comments. Bottom line; Lets keep the El Mar plan simple;

1. Preserve our beautiful, wide median
2. Replace our broken sidewalks and swales
3. Add lighting

Stuart Dodd, resident
Having sat in the same seats as you all I would like to point out that it was a matter of pride to do our utmost to keep the millage the same. Under Connie Hoffman's leadership we managed to achieve this for many years and also carry out the renovations from the ICW to the Pavilion. Ask yourselves how this was done?

One question to ask is – what were the staff levels and structure while she was in the driver's seat and compare them to the staff levels today? How many staff do we now have and are we working any better than we were in the past?

The second question to ask is how much have we spent on reports and consultants. To my knowledge we have spent a considerable sum on trying to plan the improvements to El Mar drive when we could have achieved the same conclusion using our own staff. Did we need the consultants to draw up all the fancy schemes - one lane, two lanes, bike lanes, when we should be looking at improving the sidewalks and repairing the drainage. That's what the residents, property owners and daily users want.

Two lanes works and has done for many years and we don't need to spend millions doing away with most of the medium to satisfy a 5 foot barrier between cars and peds or providing a specific bike lane if users share the roadway.

Many people are struggling financially and it is financially irresponsible to increase the millage rate and add to their burden at this point in time. El Mar doesn't need millions and I am personally on record that we shouldn't be spending millions in providing sewers to increase the property values in the horizontal co-op called "The Palm Club". We have Sea Ranch Lakes also on septic tanks so why use town money on private property to get rid of their septic tanks when we can't eradicate them completely. Maybe this is a project that should be delayed until the next financial year.

Please ask the important questions and help our residents and businesses by keeping the millage the same as last year

MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
2nd PUBLIC BUDGET HEARING MINUTES
VIRTUAL MEETING
MONDAY, SEPTEMBER 21, 2020
6:00 P.M.

1. **CALL TO ORDER**

Mayor 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, Town Manager Bill Vance, Town Attorney Susan L. Trevarthen, Assistant to the Town Manager Neysa Herrera, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d'Oliveira, and Town Clerk Tedra Allen.

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENTS**

It was noted that public comments would be read under the specific Resolutions they addressed.

4. **RESOLUTIONS**

4.a RESOLUTION 2020-36 - 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 3.5000 MILLS PER THOUSAND DOLLARS OF TAXABLE ASSESSED VALUE, WHICH IS 3.61% ABOVE THE ROLLED BACK MILLAGE RATE OF 3.3781 MILLS COMPUTED PURSUANT TO STATE LAW, FOR THE 2020 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Lucila Lang, Finance Director)

At this time Mayor Vincent opened public comment on Resolution 2020-36.

Town Clerk Tedra Allen read the following public comment:

- Barbara Cole, resident, stated that the millage rate should be the rolled back rate, as the Town is in good financial shape

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

Commissioner Malkoon felt the Commission should consider adopting the rolled back rate, as the fiscal year (FY) 2020/2021 budget can be accomplished with funds already available. The Town's Parking Fund and Emergency Fund have reserves that can provide additional funding if necessary, and some projects can be postponed until the next year. He did not believe in a tax increase during an ongoing pandemic.

Commissioner Sokolow commented that while the Town has a surplus, he expected any revenue sharing the Town receives from the State to decrease significantly due to the COVID-19 pandemic. He felt the Town should err on the side of caution and avoid the possibility of a budget shortfall.

Vice Mayor Oldaker agreed with Commissioner Sokolow that the Town should ensure funds are available for the Town's needs. He pointed out that the difference in payments made by a homesteaded property under the proposed rate as compared with the rolled back rate is insignificant. Commissioner Strauss also spoke in favor of ensuring the Town maintains appropriate reserves in addition to meeting the needs of the Town's budget.

Finance Director Lucila Lang advised that under the proposed 3.5000 millage rate, the Town's revenue would be $9,009,684. Under the rolled back rate of 3.3781, the Town could expect $8.6 million.

Commissioner Malkoon asked if the difference in revenue has been included in the FY 2020/2021 budget. Town Manager Bill Vance confirmed that this is budgeted, noting that the Broward Sheriff's Office (BSO) contract has increased by approximately $300,000 for the next fiscal year. Commissioner Malkoon noted that the saved dollars are not set aside for emergencies or future years.

Commissioner Malkoon made a motion that the Town adopt the rolled back rate. [The motion died for lack of second.]

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, to adopt the rate of 3.5000. Motion carried 4-1 (Commissioner Malkoon dissenting).

4.b RESOLUTION 2020-37 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE ATTACHED FINAL TOWN BUDGET FOR THE 2020/2021 FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Lucila Lang, Finance Director)

At this time Mayor Vincent opened public comment on Resolution 2020-37.

Town Clerk Tedra Allen read the following public comments:

- Barbara Cole, resident, asserted that the Town's budget should not be increased this year, as the Town already has sufficient funds for projects in the FY 2020/2021 budget

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

Commissioner Sokolow noted that the slight increase in the FY 2020/2021 budget is due primarily to increases in the Town's BSO and Fire Services contracts.

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

5. ADJOURNMENT

With no further business to come before the Commission at this time, the meeting was adjourned at 6:17 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Tedra Allen Date

September 21, 2020
2nd Public Budget Hearing
Public Comment

Barbara Cole, resident
Mayor, Commissioners,
On this final vote for the millage I must put forth again that there is no reason not to roll it back.
The reasoning put forth by many on the dais last week that we are lowest millage when compared to other municipalities is not in my opinion a justification. We are in good financial shape and the added funds are just another spurce along with increasing the budget to expand purchases etc... not needed and not in line with those you represent impacted by Covid this year.

Barbara Cole, resident
Mayor, Commissioners
The budget should not be increased this year. After watching last week a few commissioners touted as fact that we already have the funds in hand for the projects the Town Manager put forth in his report so why increase our budget? We have no debt, we have reserves, we have a lucrative stream of income from parking which will continue.

On top of that we are covered in the case of any catastrophe with our bank if we should need a line of credit and could easily be the recipient of funds through a municipal bond issuance if need be. Increasing by almost 5 million dollars opens up those all too familiar government accounting practices in the latter months of the fiscal year to buy department wants put on consent agendas that pass in blanket votes not often pulled for discussion.

I, as a resident am not impressed by commissioners who give kudos for the budget without explaining to their constituents what time they spent, questions they asked of staff and the answers they received. The budget is an integral part of your representation. With sunshine laws commissioners cannot discuss anything prior to meetings with each other and the first budget meeting should offer a lot of input leading up to the second budget meeting rather than high fives and pats on the back for what they received from Town staff.
Thank you,

MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
VIRTUAL REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Monday, September 21, 2020
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present via teleconference were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Bill Vance, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Jay Flynn, Town Engineer, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d'Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION – MOMENT OF SILENCE

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comments:

- Barbara Cole, resident, expressed concern with the proposed design(s) of the El Mar Drive project and recommended that another design be brought forward for consideration

- Oscar Posada, resident, asked that the Town Commission consider a reduction in permit fees in fiscal year (FY) 2020/2021, as rental of some properties was not permitted

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

7. PUBLIC SAFETY DISCUSSION

7.a AMR August 2020 Report (Chief Brooke Liddle, AMR)

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

8. TOWN MANAGER REPORT

8.a Town Manager Report (Bill Vance, Town Manager)

Assistant to the Town Manager Neysa Herrera reported that the Town is certified in the National Transit Database following its 2019 audit. This means the Town will be eligible for certain programs and grant funds through Broward County Transit (BCT). She encouraged all residents to submit their responses to the 2020 U.S. Census. The Town's current response rate is 43.6%.

Staff has worked with the Town's lobbyist, Ericks Consulting, Inc., and State Representative Chip LaMarca to pursue funding resources for the Palm Club Septic-to-Sewer project. An application has been submitted to the Florida Department of Environmental Protection's Water Quality Grants for $1.7 million. Staff has also submitted an application to the Community Development Block Grant (CDBG) Mitigation and Infrastructure Program for $3.3 million.

Development Services Staff continues to work with consultant Corradino Group on the Town's pedestrian plan. The report is expected to be finalized and brought before the Commission in October.

The first three new bus shelters to be constructed for the Town have been completed. These shelters are at Jarvis Hall, Gardens-By-The-Sea, and the Visitors' Center. The next shelters are planned for the Town's south parking lot and in front of Royal Coast Condominiums.

Current ongoing projects include:

- Routine landscaping maintenance by Municipal Services Staff
- Proactive sewer lateral line repairs to avoid blockages
- Checking the Town's irrigation system to update lines

The Pelican Hopper detour has recently been approved by BCT. This will eliminate entrance into the Terra Mar subdivision and extend north to Island Shops at SE 12 Street in Pompano Beach until further notice. This is due to pending construction on the Atlantic Boulevard Bridge and the upcoming Terra Mar drainage project. The route change also addresses complaints received from Terra Mar residents.

The installation of traffic box wraps has begun and is expected to be complete by October 1, 2020.

Special Projects Coordinator Debbie Hime advised that a temporary vehicle has replaced the Pelican Hopper following a recent accident. There is some signage on the replacement vehicle, and it can be tracked on the mobile app.

Vice Mayor Oldaker requested additional information regarding laterals in the Town's sewer and irrigation systems. Municipal Services Director Ken Rubach replied that because there have been a number of sewer lateral issues, the Town is working to conduct inspections of these lines. They have completed this project on El Mar Drive and are moving into the Town's neighborhoods to identify problems before they occur.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

Item 11.b was pulled for additional discussion.

11.a Ericks Consultants, Inc. Agreement Renewal (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

11.b Water Barrier Purchases (Ken Rubach, Municipal Services Director)

Mayor Vincent requested additional information on the purchase of water barriers. Municipal Services Director Rubach advised that the Town has been using these barriers since the beginning of the COVID-19 pandemic to increase distancing throughout Downtown. As the pandemic continues, the cost of renting these barriers can exceed the cost of purchase. It is expected that the barriers will be used at least into 2021 and would be used for future public events.

Commissioner Malkoon asked if the Town expects to use all the barriers they propose to purchase for special events. Municipal Services Director Rubach explained that the purchase would be for the barriers already in use Downtown. For public events, such as Christmas-By-The-Sea, fewer barriers would need to be used.

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

11.c Waste and Recycling Collection services rate adjustment for 2020-2021 (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

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

12. OLD BUSINESS

12.a Lauderdale-By-The-Sea Pier Update (Linda Connors, Development Services Director)

Development Services Director Linda Connors recalled that the Town's pier was damaged in 2017 as a result of Hurricane Irma. A notice of violation was issued to its owner in February 2018 due to unresolved life safety issues, and the project was sent to the Special Magistrate for oversight later than year. In April 2019, the State of Florida paused the project to conduct further environmental evaluation.

A permit was submitted to the state in December 2019, but the state has not completed further review of the project since that time. The environmental portion of the project is under the control of the National Oceanic and Atmospheric Administration (NOAA),

which has placed permits on hold while their regulations are updated regarding marine species.

In September 2020, NOAA informed Development Services Director Connors that their research has been completed and they are reviewing permits once more; however, there is a significant backlog due to the COVID-19 pandemic. It is hoped that state review will be complete, and permits issued in October 2020 so construction may begin again.

There are approximately $50,000 in fines associated with the pier which have been stayed while the project was on hold at the State level. The pier will go before the Special Magistrate again on January 27, 2021.

13. NEW BUSINESS

13.a Approval of a GMP with Man Con Incorporated for Terra Mar Stormwater Improvements (Bill Vance, Town Manager / Jay Flynn, Town Engineer / Ken Rubach, Municipal Services Director)

Town Manager Vance advised that he was confident it would significantly improve drainage issues on Terra Mar. Its cost is estimated at $1,014,000.

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

13.b South Florida Water Management Request for Irrigation Services (Linda Connors, Development Services Director)

Development Services Director Connors advised that in 2007, the South Florida Water Management District adopted a number of regional water availability rules, including water recycling and water use restrictions. The restrictions are now in effect on a year-round basis. This means landscaping and irrigation is prohibited between 10 a.m. and 4 p.m., and permitted days are divided according to even/odd address numbers.

In June 2020, the South Florida Water Management District approached municipalities to request that they assist in enforcement of these regulations by adopting a Water Ordinance into Code. If this is adopted, the Town would share the responsibility of enforcement with Broward County and the Water Management District. Broward County has adopted this Ordinance, which is being used by four municipalities for enforcement.

Three municipalities have chosen to adopt the proposed Ordinance, and others are still considering its adoption.

Development Services Director Connors requested direction on this issue from the City Commission, stating that the Town may continue to allow Broward County to be responsible for enforcement, while Lauderdale-By-The-Sea instead initiates an education campaign for residents on the County's water use requirements.

Mayor Vincent asked how enforcement would work in conjunction with the County and the Water Management District. Development Services Director Connors replied that participating Broward municipalities have removed themselves from any enforcement that uses their own personnel. If the Commission wishes Town Staff to be involved in enforcement, they will make sure that residents are informed of the date and time restrictions for watering; after a certain number of warnings, Code Enforcement would become involved.

Mayor Vincent explained that his concern was for which entity would take the most aggressive stance regarding enforcement, and if permitting the County or Water Management District to assume an enforcement role would make the Town less able to defend or protect its residents. Development Services Director Connors advised that the Town may wish to move forward on a trial basis under the Broward County Ordinance, and if enforcement of that Ordinance proves to be too heavy-handed, they could adopt an Ordinance of their own.

Vice Mayor Oldaker asked which entity has the ultimate jurisdiction on this issue. Development Services Director Connors replied that the Water Management District has jurisdiction and has asked the County and municipalities to adopt regulations that would bring this issue under their purview as well. The County has already done so, as have the municipalities of Hollywood, North Lauderdale, and Tamarac. Vice Mayor Oldaker commented that he did not feel an Ordinance at the Town level would be necessary.

Commissioner Sokolow observed that he was uncertain of allowing the County to enforce these regulations, as it could be seen as ceding home rule to a larger authority. He was in favor of the Town undertaking its own enforcement if it did not increase work for Town employees.

Commissioner Strauss advised that while he is in favor of water conservation, he was not in favor of the proposed Ordinance or of passing its enforcement on to any entities outside the Town. He felt self-regulation was the best option if it was not too costly.

It was determined that Staff would continue to monitor the activities of other Broward municipalities in relation to this issue.

14. COMMISSIONER COMMENTS

Commissioner Malkoon reminded residents of the September 22, 2020 meeting to discuss the El Mar Drive project, and asked Staff to make an effort to address some of the concerns and questions raised by residents and businesses on El Mar Drive. He encouraged the public to submit questions and comments as well.

Commissioner Strauss urged all residents to complete the U.S. Census by the end of September 2020, and to wear face coverings and observe other safety precautions.

Commissioner Sokolow also addressed the El Mar Drive meeting, urging residents to participate.

Vice Mayor Oldaker noted that hurricane season is ongoing, and encouraged residents to stay alert and aware of these storms. He added that king tides have also begun, which contributes to street flooding.

Vice Mayor Oldaker also requested a brief update on the Hibiscus Avenue/A1A crosswalk. Municipal Services Director Rubach replied that the project has been delayed by rain. He remains in weekly communications with the Florida Department of Transportation (FDOT) about this project.

Mayor Vincent noted that discussions are underway regarding the potential reopening of Town Hall and Jarvis Hall to public activity while observing safety precautions. He recommended that the Commission begin thinking about what this would involve in the near future.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS

17.a A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, FINDING THAT THE COVID-19 PANDEMIC IS AN EXTRAORDINARY CIRCUMSTANCE AND WAIVING CHAPTER 12, "LICENSES," SECTION 12-4(A) "BUSINESS TAX RECEIPTS; DATES DUE AND DELINQUENT; PENALTIES," CHAPTER 17, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," SECTION 17-89, "SIDEWALK CAFÉ PERMIT STANDARDS AND REQUIREMENTS," SUBSECTIONS 17-87(b)(4)d. AND e., "PAYMENT OF FEES," 17-89(C)(1)(2) AND (4)(a), "LOCATION," 17-89(E), "PHYSICAL BARRIERS," 17-89(J)(2)(B), "SIDEWALK CAFÉ FURNITURE AND FIXTURES," AND PORTIONS OF CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS" SECTION 30-504 "TEMPORARY SIGNS" SUBSECTION (B) AND 30-508 "SIGN REGULATIONS BY ZONING DISTRICT," SUBSECTIONS C(7)(A)(1) AND (2) (EXCLUDING THE CLEAR PEDESTRIAN PATH REQUIREMENT) OF THE TOWN CODE OF ORDINANCES FOR COMMERCIALLY ZONED PROPERTIES, PURSUANT TO TOWN CODE SECTION 2-27, "WAIVER OF CODE REQUIREMENTS" FOR A PERIOD OF SIX MONTHS; PROVIDING FOR EXPIRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Town Attorney Trevarthen clarified that while the waiver proposed as part of the Resolution is for four months, the maximum length of time for which a waiver can be requested is six months.

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

Development Services Director Connors recalled that in response to the COVID-19 pandemic, the Town Commission had previously approved an Ordinance that gave them the ability to waive certain Code requirements by Resolution. The waiver was originally issued for six months, with the option of further extension if circumstances required.

During the ongoing pandemic, the Town has undertaken the following:

- Blocked off a portion of Commercial Boulevard's on-street parking to accommodate sidewalk café areas
- Permitted tent structures within these areas to provide shade
- Relaxed regulations applying to banners and sandwich board signs

As pandemic conditions have lasted longer than originally anticipated, Staff recommends adopting a Resolution that will formalize these deviations from Code. In addition, Staff requests a waiver of the requirement to assess penalty fees for businesses that have not secured their business tax receipts (BTRs) by the end of September 2020, as well as a waiver for the duration of posted banners and temporary signs and the number of temporary signs.

Staff also recommends waiver of the requirements for location and size of sandwich board signs and collection of sidewalk café fees for 2021, which are due in October. Some sidewalk café owners have asked if these fees might be reduced as well.

Town Manager Vance recommended the waiver of sidewalk café fees in 2021, and offered to provide backup information on the potential loss of this revenue at the first October Commission meeting.

Mayor Vincent noted that he could not clarify a question asked during Public Comment regarding permit fees for properties that could not be rented. Development Services Director Connors replied that the individual may have been concerned regarding licensing fees for vacation rental properties. Mayor Vincent noted that there may be other requests for relief from Town businesses, and that Staff and the Commission should communicate with the Town Attorney regarding what is permissible and/or equitable.

Town Attorney Trevarthen clarified that sidewalk café fees are not part of the current Resolution, so the Commission may vote on other topics covered under the Resolution at tonight's meeting. Mayor Vincent confirmed that the Commission is not amending any part of the Resolution at tonight's meeting.

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

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 7:31 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Tedra Allen Date

September 21, 2020
Town Commission Meeting
Public Comments

Barbara Cole, resident
Mayor, Commissioners
This is how we brought term limits/ height limits to LBTS! This is how we brought back the VFD! This is how a Town vs a city follows its Charter that the top down governing is the people/ commission, and not those we hire, by getting people involved - wearing shirts, signage, media, a huge outreach.

As you prepare for the 2 designs being pushed at the El Mar Drive Special Meeting tomorrow night think about our past and how much we accomplished doing things differently on our own.

We do not need either design offered up and do not need a 2 million dollar surtax grant for an unwanted bike lane which is being used to usurp your constituents from speaking in Jarvis Hall to let you know how to represent us!

Go on El Mar Drive tomorrow - walk- look- talk to people- see the historic street with the wide green medians that does not need to be decimated for yourselves.

Design presentations do not show the reality of what we have and want to retain. There is a large portion of El Mar that needs no changes having been improved already in recent years thus leaving only portions of the road with problem areas that are well below any 50% threshold that requires a buffer and any other safety and “traffic calming” components touted when we have no need for either.

Go back to the drawing board with a Plan C to be simple, efficient and preserve our history in LBTS which will preserve El Mar Drive.

Do not advise or vote counter to those you represent.
Thank you,

Oscar Posada
If I may, can I ask if permit fees. Can be reduced this year due to the fact that we were not allowed to rent the property?

MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
SPECIAL TOWN COMMISSION MEETING
EL MAR DRIVE PROJECT DESIGN
September 22, 2020, 6:30 p.m.

Mayor Chris Vincent called the meeting to order at 6:32 p.m. Also present via teleconference were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Bill Vance, Assistant to the Town Manager Neysa Herrera, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Jay Flynn, Town Engineer, Human Resources Manager Lisa Slagle, Special Projects Coordinator Debbie Hime, Jeff Suiter, EDSA, Public Information Officer Steve d'Oliveira, and Town Clerk Tedra Allen.

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comments:

- Carolann Sharkey, resident, requested that the project's bike lane be constructed on the median side in order to separate cyclists from pedestrians
- Tracey Plunkett, resident, stated that she supported Option 3, which includes two lanes of traffic; she was not in favor of separate bike lanes or a wider median
- Tom Mulroy, resident, was in favor of one lane in each direction
- Dan and Vivian Darnell, residents, spoke in favor of one lane in each direction, and noted that 71% of respondents to a recent online survey also supported this option
- Barbara Cole, resident, opposed many of the components proposed in Plan B, and felt there should be a moratorium on further design offerings until Jarvis Hall has reopened and members of the public may speak in person
- Peggy Mohler, resident, recommended that El Mar Drive continue to include two lanes and that bicycles share the roadway with cars
- Resident, stated there should be stop signs at all beach portals, including the El Prado portal, as well as bike lanes and a 15 mile per hour speed limit in the subject area
- Jim Humphrey, resident, expressed concern with deliveries to commercial businesses, hotels, and condominiums on El Mar Drive, and proposed four lanes and pull-off areas along the length of the roadway
- Jeff Yocom, resident, spoke in favor of Option 2, with one traffic lane and bike and pedestrian lanes, and recommended a 15 mile per hour speed limit with stop signs at all intersections, including beach portals

- Tom Burtness, regular visitor, felt the current proposals are too simplistic; he suggested a 10 ft. lane in each direction with 100% tree canopy and a multi-use path, as well as dog park and splash pad segments
- Stuart Dodd, resident, requested that the project include two lanes without a bike lane and with improved drainage, backout parking, swale restoration, and a wider sidewalk with a pedestrian buffer
- Megan P. Slade, resident, proposed center median pull-outs for unloading, sidewalk barriers and delineators, street trees, and center median landscaping; she asked that drainage issues near the Oriana Condominium be addressed
- Bill Smith, resident, recommended inclusion of the widths of the existing sidewalk and median in the designs, and felt wider bike lanes could be shared with moving vehicles to move around parked delivery vehicles
- Hughes Guenette, resident, stated that he and other Oriana residents were in favor of Option 2
- Sally Musser, resident, requested that the El Mar median remain as is, and that sidewalks be improved with colored pavers
- Ryan Hanrahan, resident, recommended improving the condition of sidewalks and swales and enhancing the landscape median instead of providing a dedicated bike lane; he felt the roadway should maintain its existing footprint
- Penny Dodd, resident, requested that the design keep two traffic lanes on either side of the median and that the median be maintained as well, with no dedicated bike lane
- Kevin J. Mahoney, resident, opposed any changes to the El Mar median, recommended sidewalk improvements, and did not feel dedicated bike lanes were necessary
- Margaret and Andrew Winiarczyk, residents, recommended keeping El Mar Drive as green and parking-free as possible
- Rita Lippman, resident, asked that the median be maintained at full size, and advised against four lanes of traffic
- Karen Blake, resident, proposed angled parking so cyclists can be seen by drivers exiting backout parking
- Joan, Leisure Mar Condo, resident, felt El Mar Drive should be left as is, with the focus instead on upgrades to sidewalks, lighting, drainage, and swales; she did not want the median changed, and recommended lowering traffic speeds
- Cynthia Mattia, resident, questioned the number of bicycle/pedestrian/vehicular accidents occurring on El Mar Drive and was not in favor of the “road diet” concept; she was in favor of sidewalk/curb, drainage, and lighting improvements

- Bill McGarrity, resident, preferred to retain the current design of El Mar Drive with improvements to swales, drainage, pavement, and sidewalks, and additional lighting and landscaping
- Arthur Franczak, resident, spoke in favor of green space
- Janet and Wayne Thompson, residents, asked that the ocean view from El Mar Drive be preserved, felt vehicle pull-outs should be at least 100 ft. from stop signs, and suggested the second lane be used to increase sidewalk space and add a bike lane
- Diana Kugler, resident, recommended maintaining two traffic lanes in each direction, with the lane closest to the median open for mixed use; she also spoke in favor of improved sidewalks, lighting, drainage, swales, and traffic calming devices
- Bridget Brandt, resident, felt lighting should be added to residential streets
- John Bouton, Windjammer, recommended support of Option 1
- Paul Novak, High Noon Resort, El Mar should be two full lanes north and south

The following individuals also provided public comment:

- A resident, proposed leaving the El Mar Drive design primarily “as is,” making only repairs and omitting dedicated bike lanes altogether
- Paul Novak, High Noon Resort, did not feel a bike lane was needed, but spoke in favor of wider sidewalks, maintaining two lanes in each direction, and maintaining the full median
- Cristie Furth, resident, suggested that the existing 5 ft. sidewalk, curbing, and swale be repaired, and that the existing median be preserved

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

The Commission took a brief recess from 7:39 p.m. to 7:45 p.m.

Mayor Vincent emphasized that no vote will be taken at tonight’s meeting. He recognized the work provided by Town consultant EDSA as well as by Town Engineer Jay Flynn on this project, as well as the significant volume of public input.

Mayor Vincent noted that the individuals who live along El Mar Drive and its adjacent neighborhoods will be the most affected by the proposed project. The Commission has met with these and other stakeholders, and requested that the design team address their concerns. EDSA has come back with three options that meet all required professional standards and guidelines governing the Town’s roadways.

Jeff Suiter, representing EDSA, recalled that the design scope of the project's request for proposal (RFP) included the following:

- Improved drainage
- Vehicular pavement enhancement
- Pedestrian/sidewalk enhancements
- Pedestrian/vehicular lighting
- Landscape improvements throughout the corridor

Other opportunities for which funding may or may not be available included preparation for the possible undergrounding of utilities.

Since the last presentation before the Commission, EDSA has held additional meetings with residents, Commissioners, stakeholders, and others. Based on feedback from these parties, they have developed three options:

- Previous "one-way" plan that maximized median green space
- Alternate plan with options for hard surface placement
- Four-lane plan

Mr. Suiter explained that the project is required to meet a number of design standards and Codes, including Florida Statute Chapter 316.10.3, which prohibits any promotion of pedestrians walking in a roadway.

At present, El Mar Drive has an 80 ft. right-of-way, much of which is governed by an inter-local agreement with Broward County. There are 5 ft. sidewalks on either side of the road and two traffic lanes in either direction, with a total of 25 ft. of paved surface. The average width of the median is approximately 20 ft. Under current Code, a 6 ft. clear sidewalk is required by Broward County standards.

Because over 80% of El Mar Drive includes backout parking, which is now a grandfathered use, State Statutes require a "clear" or "recovery zone" of 6 ft. that can serve as a gutter or a bike lane. When the two 10 ft. lanes are added back into this equation, the result is a 9 ft. median, which is significantly smaller than the current median.

Mr. Suiter further explained that the clear or recovery zone also improves safety for pedestrians. Because most of the roadway does not allow for curb-and-gutter design,

the design team cannot promote placing a bicycle lane on the far side of the lane(s), as this would offer no protection to pedestrians.

Mr. Suiter showed visuals of the three options, explaining that the team was asked to decide whether to create a pedestrian-friendly or a more vehicle-oriented design. El Mar Drive is classified within Broward County as a minor collector road.

Option 1 includes the following:

- Maximum median of 22 ft.
- Pull-outs in median with 16 ft. width
- 12 ft. travel lanes
- Clear recovery zone/bike lane of 6 ft., including a 2 ft. valley gutter and 4 ft. lane
- 9 ft. sidewalk, including existing Florida Power and Light (FPL) poles

Option 2:

- Reduce median to 18 ft. to offset allocation of the clear recovery zone
- 8 ft. bicycle lane

Option 3:

- 8 ft. sidewalk with FPL poles
- Clear 6 ft. recovery zone on either side for backout parking
- Two 10 ft. travel lanes in either direction
- 8 ft. median

Mr. Suiter reviewed additional details of the three options, noting that EDSA has worked with businesses and owners along El Mar Drive to identify the best possible locations for pull-outs for delivery trucks. If the Town selects Options 1 or 2, which have one lane in either direction, the pull-outs would only accommodate smaller delivery trucks. The two-lane option would continue to operate similarly to how the roadway works today.

Additional study may be needed to identify the commercial areas that are served by tractor-trailers. The team has identified a total of 19 pull-outs, which constitute less than 10% of the overall length of El Mar Drive.

Mr. Suiter noted that some existing parallel parking spaces have been identified alongside businesses on El Mar Drive. He pointed out that there is a public parking lot to the north of the roadway, where beachgoers and others may park. The areas south and north of Commercial Boulevard have typically been used as delivery areas for

businesses on El Mar Drive. Because of this, many delivery trucks have to move their goods a long way from where they have parked, which requires the trucks to be parked for significant time. Some businesses in these areas have suggested that a consolidated commercial zone be established for these trucks.

While there has been interest from residents in placing sidewalks next to the median to rather than next to residents/businesses, Mr. Suiter reiterated that Broward County Code requires a safe path for pedestrians on the roadway's exteriors. The design cannot promote jaywalking of pedestrians to an interior sidewalk, nor can it legally support omission of a clear recovery zone.

Mr. Suiter reiterated that EDSA recommends Option 1, which has one lane, for the following reasons:

- It promotes and preserves green space through the existing median
- It offers greater pedestrian safety

Mayor Vincent observed that all three options follow required design and industry standards, public safety needs, and Americans with Disabilities Act (ADA) standards, while also addressing the concerns of residents and stakeholders. He emphasized that compromise will be a part of any option selected. The Town also has a fourth option of not moving forward with the project and making no changes.

Town Manager Bill Vance noted that the condition of sidewalks on El Mar Drive will be addressed, as they may contribute to pedestrian activity in the street.

Commissioner Sokolow asked how much improvement to El Mar Drive would be necessary to reach the threshold at which it must be brought fully up to current Code. Town Engineer Jay Flynn estimated that making drainage improvements would keep the roadway beneath the percentage triggering a full upgrade. Other changes, such as installation of turtle lighting and undergrounding of utilities, would likely reach the 50% threshold at which an upgrade would be required.

Commissioner Sokolow also addressed comments made in recent weeks, stating that there are no plans to "pave the median" or "turn El Mar Drive into a parking lot." He also felt it is likely that Option 1 in particular would provide more rather than less green space along the roadway. He concluded that almost all of the public providing input expressed interest in wider sidewalks, improved drainage and lighting, and preservation of the median.

Mayor Vincent emphasized that the greatest common denominator among public feedback has been substantial preservation of the median, which limits the number of design options.

Commissioner Malkoon asked if bike lanes are necessary to the project. Mr. Suiter replied that these are not required: the clear recovery zone may double as a bike lane, but would not be designated as such. Bikes would be able to continue to commingle with traffic on the road, and a stripe would still be used to mark the clear recovery zone.

Town Engineer Flynn further addressed Commissioner Sokolow's concern regarding the extent of changes, pointing out that sidewalks would need to have at least 6 ft. clearance according to the standard. The replacement of sidewalks would contribute to the design of the full roadway.

Commissioner Malkoon also requested additional information on the F curb. Town Engineer Flynn explained that this piece of curbing is 6 in. wide and 6 in. tall, with an 18 in. gutter to channel drainage water to the catch basin. This slows deterioration of the roadway.

Commissioner Malkoon asked if redevelopment of sites along El Mar Drive, such as the former Holiday Inn/FDG site, would require those properties to build to the standard set for the roadway. Development Services Director Linda Connors confirmed this.

Town Manager Vance noted that there has been speculation that lack of a bike lane would disqualify the Town from certain investments of Broward County transportation surtax dollars. He emphasized that this is not the case.

Vice Mayor Oldaker also addressed curbing on the median, asking if it is possible to proceed without curbs so the median is similar to swales. Town Engineer Flynn advised that he would not recommend this, as Code currently requires curbing adjacent to landscaping even in parking lots. The median constitutes approximately one mile of roadway with landscaping that would be protected by a curb.

Commissioner Strauss asked if the project team has considered projected speed limits for the three options. Mr. Suiter stated that the team's traffic engineer has not yet made these projections. He confirmed that there are minimum and maximum parameters for the proposed designs, and that traffic calming measures are also possible.

Captain Tom Palmer of the Broward Sheriff's Office (BSO) addressed the suggestion that the speed limit on El Mar Drive be limited to 15 miles per hour, advising that this is not an option under Florida Department of Transportation (FDOT) rules. Very low speeds such as this are reserved for special hazards, such as school zones. The current speed limit on El Mar Drive is 25 miles per hour.

Mayor Vincent requested clarification of how changes in density to vacant properties on El Mar Drive might affect their ability to redevelop as legal nonconforming uses. Development Services Director Connors replied that while she could not speak to their redevelopment at this time, these sites would be permitted 25 units per acre for condominiums or apartments and 50 units per acre for hotels, which would likely contribute to a reduction in vehicular traffic to and from the properties.

Vice Mayor Oldaker asked how the Town might initiate a request for speed bumps, pointing out that public approval of these calming measures is required. Town Engineer Flynn explained that rather than speed bumps, a more likely option would be tabletop intersections at stop conditions.

Commissioner Strauss noted that a number of survey respondents did not live or work on El Mar Drive, and asked if it would be possible to consider making this distinction when taking survey results into account. Special Projects Coordinator Debbie Hime recalled that the survey did not ask respondents to provide address or residency information.

Mayor Vincent asked how much of the 8 ft. median proposed in Option 3 could be widened while retaining two travel lanes. Mr. Suiter reiterated that a 7.5 ft. sidewalk is required in order to provide at least 6 ft. clearance; narrowing this distance and making changes to the curbing might gain another 2 ft. maximum for the median.

Mayor Vincent advised that until Jarvis Hall has been reopened for public meetings and more individuals can provide input, no decision would be made by the Commission on the options presented tonight. Vice Mayor Oldaker agreed that there is no need to rush toward a decision, and the Commissioners should review the options and hear more from the community.

Commissioner Strauss asked if there are any time constraints that might affect the project, particularly with regard to the availability of Broward County surtax funding.

Town Manager Vance replied that the Town is successfully positioned to receive $2 million in surtax funding for the project; however, if there is significant delay, there is currently no inter-local agreement guaranteeing the Town use of surtax funds.

Commissioner Sokolow recommended scheduling further public input after October 1, 2020, after the Governor's Emergency Order prohibiting public meetings has expired. Mayor Vincent noted, however, that it is possible the County may act to take restrictive action if the Governor's Order is lifted. Town Attorney Susan Trevarthen stated that at present, it is not known what action may be taken at what level; in any case, the Town will have the ability to make some choice on how to proceed.

Town Clerk Allen read the following public comment:

- Paul Novak, resident, recommended that the roadway retain two full lanes; a bike lane is unnecessary; sidewalks should be improved and widened to discourage foot traffic in the roadway; parking should not be permitted on the sides of the median

Mayor Vincent emphasized again the importance of selecting one of the three options presented at tonight's meeting, as well as the requirement to bring construction up to Code if a certain threshold is reached. Town Engineer Flynn advised that full sidewalk repairs alone would require bringing this feature up to Code, which would mean widening the sidewalks to 7.5 ft. This, in turn, could place the sidewalk too close to the roadway for industry standards.

With no other business to come before the Commission at this time, the meeting was adjourned at 9:17 p.m.

Public Comment
Special Town Commission Meeting
El Mar Drive Design
September 22, 2020

Carolann Sharkey, resident
Please consider putting the bike lane on the median side in order to:
1. Separate the wheels from walkers
2. It would be easier to see the bikers when Pulling a car out. Some of the bikers really move fast.
3. Pedestrians would also be safer from walking out into the bike lane

Tracey Plunkett, resident
First, thank you all for your time and commitment to researching this very important project to improve our fabulous town. After having reviewed all of the design concepts, I am most inclined to support Study Condition #3 with two lanes of traffic. I believe reducing to one lane would be very obstructive and cause El Mar Drive to feel cramped. I actually do NOT feel we need a bike lane down El Mar Drive. Cyclists take a full lane anyway, and they will continue to do so through town. I would prefer that the space designated for the bike lane proposed in Option #3 be used to widen the sidewalk further (or some combination of an extended sidewalk and a buffer between back-out parking). I don't feel the necessity to widen the median any more than is designated in Option #3 currently as it is adequate to provide vegetation, shade and a place for people to walk their dogs. With no other use for the median, I prefer any extra space be allocated to giving our sidewalks as much real estate as possible. Two full lanes of traffic and a generous sidewalk gives the Town everything it needs, including the ability to allow for event parking on the street in the future.

In reality, for the most part, El Mar does function well in its current basic design. With enhanced, wider and uniform sidewalks, back-out parking definitions and addition of lighting and proper curbs/drainage, I think the use and aesthetic of El Mar Drive can reach its full potential.

Thank you again for the opportunity to address and partake in this discussion

Tom Mulroy – Plunge Beach Resort
I am 100% for one lane in each direction. It would drastically change El Mar to make it more intimate and walkable, with more of a neighborhood, Residential feel to a what is a commercial corridor. That is exactly what this Town is about. Also should be safer for the street walkers.

Dan & Vivian Darnell - Residents
Mayor, Vice-Mayor, and Commissioners:

By this time, I'm sure you have gotten lots of comments on the El Mar redesign. We are very much in favor of the 1-lane each way approach. We think it is excellent for most of the users and about as good a compromise as you will ever get. You probably already know that many people walk or jog in the street on El Mar instead of the sidewalk. The exercisers feel safer in the road than on the sidewalk and the bicyclists don't feel safe at all as they don't have any choice other than to contend with cars. If you keep the 4-lane approach, you won't be able to do much to help either the walkers, exercisers, or bicyclists. You won't be able to have nice, wide sidewalks with attractive and sun screening landscaping. And, you won't have a bike lane to make both drivers and bicyclists happy. The hotels/motels and restaurants should get a say, but they shouldn't have a veto right over everyone else.

1) The negative feedback is normal as it is always the people who don't like something that speak up. But, the positive people have already spoken in the EDSA survey with almost 250 responses:

71% support one lane of traffic each way
84% support a dedicated bike lane
61% use El Mar primarily for walking or jogging

2) If you add a 2nd traffic lane, you have to take away 24 feet of sidewalk, bike lane, and/or landscaping which residents have overwhelmingly said they want.

3) Change is hard and no one likes to do it. We like the way we have always done things, so the fact that the hotels/motels don't like it was very predictable. The design allows for deliveries and the exact location of the delivery cutouts will be determined by the hotels/motels. While they won't like it at first, after a few months, everyone will have figured it out and things will be normal again.

Not only that, if the commissioners ask for a 4 lane El Mar, then that sends EDSA back to the drawing board to almost start from scratch, delaying the project for months, and ignoring what the residents have clearly said they want.

PLEASE SUPPORT THE EDSA 1-LANE DESIGN FOR EL MAR.

Barbara Cole, resident

Mayor, Commissioners-

After seeing the updated design for Plan A including the missing pullouts from the original design shows that Cristie Furth was correct in pointing that out.

Unfortunately, it is just a small refinement that still does not lend enough credence to the overall issues that still need to be addressed before this commission advises on how to proceed.

The removal of in the update of 'pedestrian - friendly ' from Plan A but leaving in ' vehicular- circulation' for Plan B still tips the scales by using these narratives as is often seen with ballot referendums resulting in outcomes based on fear.

Plan B still shows an 8 foot median with the rest of the unwanted components the stakeholders do not want.

Why would any narrowing of the median be in play? Our last failed design included the walkway down the center of the median which no one wanted. Not just because no one would use it but that it would take away from the grassy medians. To scale back the medians from each side is just doing the same damage!

What it comes down to is there needs to be a Plan C offered up showing 2 lanes, same size median, wider sidewalk, no bike lane etc...

El Mar Drive is a Town owned street situated in a neighborhood and it should be treated as such- just as any other neighborhood projects are based on the input of those who live there.

A grant for unwanted bike lanes with the 2 million dollar surtax after we walked away from 2 million dollars FDOT was to provide should not ram this project through to begin in April or May!

Moratoriums have been observed in the past and there should be a moratorium put forth until season is here and Jarvis Hall is open for the people to speak directly to the dais once we are in receipt of Plan C.

There is a long and honored history of people coming to Jarvis Hall to speak out on major issues from the height limits, term limits, reinstating the VFD, the downtown pavilion and removal of an administration. El Mar Drive is no different.

To those who tout the old timers vs the newcomers it is my opinion those new to town would welcome the opportunity to have their say as well which is another unique aspect of why LBTS is a Town and not a city.

Commissioners, please consider how you want to be remembered when we look back on what transpired for El Mar Drive.
Thank you,

Peggy Mohler, resident
Please keep El mar two lanes and make what we have beautiful- updated sidewalks, lights, Two lanes. Where families and friends can continue to ride bikes side by side each other and not cramped in a bike path and share the street with the cars.' works the way it is.
new side \walks - new lights - new drains and repave the road.

Resident
Hoping all is well and wanting to succinctly state my comments sent for the 9/22 meeting below, in order of importance (to me).
1. Stop signs at each beach portal. I believe the only portal without a stop sign is El Prado, where pedestrians are concealed from traffic by greenery in the median. This portal is where more pedestrians cross El Mar to get to the beach than any other portal.

2. One car lane each way. In the new normal, social distancing is here to stay, and more room for pedestrians is essential.
3. Bike lane.
4. 15 mph speed limit. I've seen cars doing in excess of 50 mph in the stretch from El Prado to Washingtonia. A stop sign at El Prado might help that but probably not.
Thank you for all you do, and I'm excited to see the improvements coming.

Jim Humphrey, resident
Awesome job on the proposals!!!!!!
Personally, I feel Elmar does not merit 2 lanes of traffic. But what concerns me is the daily deliveries to the establishments near commercial, or deliveries to condo's along the way. If there is only one lane, I can see the bike lane being blocked by trucks already. Maybe a couple hundred yards of four lanes either side of Commercial, and dedicated pull off areas along the entire length of Elmar.

Another concern is the 18' for parking. The longest Chevy pick up is 21' 5". the longest Ford pickup is 20'.7". Add a trailer hitch, and these vehicles are well into the sidewalk. Trust me, I still have scars on my shin to prover this fact.
Please do not eliminate the median. That is what gives Elmar it's charm.
Thank you,

Jeff Yocom, resident
Thank you for putting the time into this initiative, and soliciting feedback. My initial comments on the design were to eliminate all non-essential automotive traffic from El Mar. unless you live or have a business on that road there is really no need to drive on it. Secondly, I know that is not feasible, so I love Option 2, the single lane with bike and pedestrian lanes. May I plead with the committee to also reduce (and enforce) the speed limit to 15 mph? Stop signs at every intersection, especially at the beach portals, would be a great idea too. There are stop signs at many of the portals, but not the big one, El Prado, where many park across the street to go to the beach. I say this only because of all the foot (2 and 4 legged) and bike traffic on the road. Just now, coming home from El Prado park with my dog I almost got run over by not one, but two cars doing at least 40 mph down the street. A great example would be Front Beach Road in Pompano Beach, where traffic gets by and people know they can't put the pedal to the metal. Make it known that the primary use of this road is not driving. Make it road people aren't fearing for their or their dog's lives walking or riding down. We already have the Commercial speedway.

Tom Burtness, resident
Greetings!

I am a Consulting Engineer and I have participated in the planning and engineering of dozens of streetscape projects during my career. LBTS has been my home away from home for the past 60 years having stayed at the Villa Serena and Sandy Shoes at El Mar and El Prado starting when I was 4 years old. To this day, I still miss Murphy burgers and Trott's Corner! I was staying at the Villa Serena when Hurricane Cleo came through in 1964. Nowadays, my wife and I spend about 10 weeks a year in LBTS. I am a runner and I have run the length of El Mar hundreds of times, so I am very familiar with El Mar Drive!

I have been reviewing the proposals for the streetscape project and I have been taken aback by how simplistic and uninspired the initial concepts are. Boring is too mild a word to use to describe them. I thought this was supposed to be an inviting greenspace to enhance the pedestrian and multi-use enjoyment of "Main Street LTBS." These proposals are no different in look or feel from what we now have. The purpose of investing in public infrastructure is to increase private investment to improve real estate values and rentals, boosting the entire economy. What is needed is something bold and inviting, not another plain-jane regular street. The proposed designs won't encourage destination tourism in the least, nor enhance the pedestrian experience leading from the Ocean-side rentals and condos to the Commercial Blvd merchant center.

Here's my suggestion: 4' sidewalk, 4' one-way bike path, 2' valley curb, and one 10' lane in each direction. That leaves 40' of R.O.W. down the center for planting a 100% tree canopy (shade allows for all-day use: El Mar can get very hot between 10 and 4) over a luxuriously planted greenspace with a 12' to 14' wide serpentine multi-use path running the entire length with numerous benches in bump-outs for conversational gatherings, artificial turf activity areas, mini-dog parks, mini playgrounds, and a couple of mini splash parks for kids (of any age!), all warmly illuminated with pedestrian scale decorative lighting for inviting nighttime enjoyment. To get really creative, make the entire lane segment serpentine as well, with wider park-like sections at the portals.
That will transform "Main Street LBTS!"
Thank you for your consideration,

Stuart Dodd, resident
Dear All,

As a former commissioner I realize how difficult it is to even satisfy some of the people some of the time.

Can I ask you please consider the following on El Mar Drive.

1) Maintain two full lanes but reduce from 10 feet to 9 feet if you think necessary. El Mar works because of the balance between automobiles, trucks, deliveries, bicycles and pedestrians that insist on walking down the road (Me included!). Please throw out the idea of one lane and a bike lane and throw out the idea we need a 2 foot wide curb on the medium reducing the 20 feet medium down to a small 8 feet wide grass strip with a few small shrubs as we aren’t allow anything that passes as a tree.

2) The sidewalk (pavement in the U.K.!) looks beautiful and works well in front of the Minto development – there is a good curb edge and the area drains well. This could be the model for any areas on El Mar where there isn't "Back-out parking".
3) Where there is back-out parking the swale badly needs restoration and re-sloping for drainage. If the town engineer won't sign off on making the side walk one foot wider and using the saving in lane width to achieve this then just regrade and repair as a maintenance issue. Jay doesn't have to sign off on bringing up to new D.O.T. standards as we are only repairing existing. We lost that extra foot with the huge FPL poles making the side walk very narrow in places. If Jay could sign off on an extra foot on the sidewalk and moving the road edge marking to create a 4 foot buffer between pedestrians and cars that would be ideal. If he can't then just maintain the existing and put the money in the town coffers for other projects.

Megan P. Slade, Oriana at Lauderdale by the Sea

Good Afternoon –

Having been asked to share some of our experiences as the only property that sits adjacent to the one lane section of El Mar Drive, I offer the following:

- Appreciating the center medians would have pull offs for stopping/unloading in your earlier design would be most useful as long as they account for the size of the tractor trailer trucks for food & beverage deliveries. Our proximity to the Square certainly has created quite a many parking issues with these delivery vehicles as some tend to park on the Oriana side, rolling over the plant material that is lining the street, up onto the sidewalk, blocking the flow of traffic, etc. Also, would that include a more prevalent role for the parking enforcement to ensure these are only being used for the loading/unloading purposes at least during business hours ??
- Sidewalk barriers / delineators: Now, while I do not believe establishing barrier designs as one would do for a concert is feasible nor would it be attractive for the Town, providing some sort of greater separation / barrier from edge of road would be beneficial for pedestrian traffic. Having witnessed vehicles drive around along the inside, over the rocks/plants, extremely close to the sidewalk is cause for alarm. The one saving grace for Oriana and an idea that warrants consideration is sidewalk street trees. These optically large deterrents truly help to keep vehicles in the one lane more often than not. I know you have designs for a v-curb in this area but we do not find that to be a major deterrent for escaping the designated lane.
- We are quite sure you have wonderful design plans for the center median landscaping; One we would hope would include the installation of much better Florida grade 1 trees, certainly better than the poorly structured Green Buttonwoods that currently front Oriana. It would be wonderful to see some Gumbo Limbos (both trunk and canopy have positive visual aesthetics as well as being wind & salt tolerant) planted as the structure of that tree canopy would positively affect better structural growth as well as canopy balance for the Oak sidewalk trees in front of Oriana. Not to mention the Gumbo is often referred to as the Tourist Tree; a little kitschy but nonetheless. 😊 And can the Town please budget to hire certified tree contractors (Certified Arborist would be nice) to maintain the trees from inception so that the structure of the trees and the balance of the canopies is respected.

The most important comment & concern would be that of drainage. I will be reaching out to Ken under separate cover for a meeting, however, we currently have a very serious drainage issue at Oriana that requires relief. Granted, the slope down from crown to the Condo lobby front doors is egregious (can't believe that got through for a CO on the build) however, the Town also appears to have installed a curb* (or permitted one to be installed), but only on the east side of the median which only further promotes that all of the roadway water travels down to the Oriana front doors; the height of the grassy median in our most southern part of the Oriana corridor is not helping either. *Important to note that the curbing is included in both of the median designs currently under review.

Last week, I met with Mark Dachsteiner (Baxter & Woodman) re: any thoughts or plans yet to the drainage considerations. While just by eye sight he could recognize that we do have issues with water movement away from the property & buildings, he stated that the drainage portion of the El Mar Project is still pending final conceptual selection – which we can appreciate. Even with your Study Condition 3 … I can't imagine any scenario would provide Oriana with a two lane frontage which brings us back to the drainage and need for consideration & remedy.

I have forwarded onto the Oriana members the Town link to review your current Study Conditions and requested they provide comment.

Thank you for listening and on behalf of Oriana, we appreciate your considerations.

Bill Smith, resident
It looks like you are taking an existing beautiful median and gutting it to add bike lanes.
You need two traffic lanes as commercial vehicles (trucks) will be parked for maintenance for condos, deliveries of furniture, restaurant supplies and can be there for extended periods of time. Especially closer to center / el mar, commercial square.
I know you are working hard to come up with design but appears as a step backwards to me.
It might be helpful for reference to include the widths of the existing sidewalk and existing median. When trucks are parked for deliveries if the wider bike lane can be shared with moving vehicles to get around the parked delivery vehicles that would allow keeping a generous width to the landscaped median. Good luck.

Hugues Guenette, resident
We live at the Oriana Complex in LBTS. We have looked at the proposed plan options and we love option #2. The width of the median is better for people who have dogs. The wider median will also allow for larger trees and more green space. The one car lane option will make the street a bit quieter. The bike and pedestrian lanes proposed are great as there are massive amount of people taking walks or biking on El Mar, especially in the morning. Currently walkers already take one of the car lanes anyway when it is really busy. I assume that if you went with option #3 they would still use a car lane so we would be back to a pseudo option #2! Thanks for keeping us up to date !
Keep up the good work !

Sally Musser, resident of Lauderdale by the Sea.
I walk El Mar EVERY morning, (Hurricane Watch or not!)
Please leave the Median AS IS , we need ALL 22' to stay intact.
Please just make the following improvements which will make El Mar AMAAAAAZING:
1)Sidewalks: Terrazzo Muave-Colored Pavers (see Galt Ocean Mile sidewalks)
2)Colored/Brick paver detail from the sidewalk to the street to go up and down both sides of El Mar
3)Colored Paver streets
This plan is much cheaper than Plan A , we can save hard earned taxpayer $$, at the same time, it will make El Mar so beautiful!
Thank you!

Ryan Hanrahan, resident
Dear Mayor Vincent, Vice Mayor Oldaker and Commissioners Malkoon, Strauss & Sokolow,

I've been vocal in the opposition of recent design proposals by sending in public comments at last month's town meeting, emailing all of you directly on 09-01-2020 and the design team on 09-11-2020.

Sadly these designs seem based solely on what they interpret as a "major" need for a dedicated bike lane due to an online survey VS improving the poor sidewalk and swale conditions as well as enhancing the landscaped medians which were the original intentions of this project and has been for years. Traveling El Mar daily there is minimal leisurely bike traffic along El Mar at any given time of the day that doesn't interfere with vehicular traffic. The proposed designs only seem to cause more issues than benefits when eliminating one traffic lane requiring the use of pull-offs for commercial semi-trucks the length of El Mar and delivery zones during certain morning hours in the heart of our downtown all to accommodate a dedicated bike lane instead of continuing the use of secondary traffic lanes and implementing an official multi-use lane for bikers.

I also feel eliminating traffic lanes will cause traffic issues in high-season when vehicular usage is substantially higher. As we also know there be future development of the Old Holiday Inn & Villa Caprice site and FDG Central site equating to 300-400+ units thus permanently increasing future vehicle traffic along El Mar.

The most recently proposed options 2 and 3 listed below seem just as bad as the original design falling short of the overall needs and functionality for El Mar Dr. It almost seems as it sets up to give us a choice of the lesser of three poor options forcing a dedicated bike lane without listening to us actual residents.

Option 2: Offers 18' median with one 10' traffic lane and massive oversized 8' bike lane for a total of 18' roadway with 9' sidewalks (we currently only have 4' sidewalks in poor condition that are rarely used). This design still requires pull-offs that will at minimum eat

into at minimum 9' of the 18' median width for stretches of 40-60' in length for commercial semi-trucks at various locations the duration of El Mar.

Option 3: Offers a tiny 8' median with two 10' traffic lanes and still an additional 4' bike lane for a total of 24' roadway with 8' sidewalks. Of course nobody wants only 8' of green median. This seems excessive proposing dedicated bike lanes when it can easily have the 2nd outside traffic lane used as a "Multi-Use" bike lane as currently used along the majority of El Mar. Keeping two traffic lanes (using outside lanes as multi-use bike lanes), eliminating the 4' dedicated bike lane and only reducing the sidewalks by 1' to 7' we could have the same exact median width proposed in Option 2. This option 3 seems poorly designed with minimal green median thus trying to convince people that Option 2 is the better of two more bad options in addition to the original proposal.

Unfortunately, these recent designs seem to cause more problems that can't be overcome without big sacrifices to El Mar opposed to just improving the existing footprint how it has already been done recently in certain portions that work perfectly fine. Below is the option I have referenced and proposed to the design team as well as town commission that has gone all but ignored.

Option 4: Keep It Simple and improve the existing footprint of El Mar Dr.
The most logical and least invasive design could easily replicate what we currently have in front of Villas by the Seas condominiums at 4510 - 4511 El Mar Dr and 4444 - 4445 El Mar Dr (photo exhibit attached) with curbed sidewalks as well as The El Mar Boutique Hotel at 4433 El Mar Dr that has pull-out parking (photo exhibit attached). This was ignored in my public comments by all town commission and design team during the last town meeting regarding El Mar. This still allows us to greatly enhance the existing landscaped medians as well as widen and improve the sidewalks just like in these examples above that greatly improve El Mar while allowing it to work the way it has successfully done for decades.

Penny Dodd, resident
I'm not as involved with the day to day affairs of the Lauderdale by the sea commission as Stuart is but I do regularly walk El Mar drive. I'm asking you as a regular user , please please keep two lanes of traffic on either side of the median and please DO keep the beautiful median the same width it is today.
We don't need or want one lane and a bike lane. El Mar has been safely enjoyed and used as it is today for many, many years. It is not difficult for the bikes to use the second lane currently used by pedestrians, dog walkers, joggers and everyone else. PLEASE keep the two lanes as they are and just improve the sidewalks and the broken bits between the edge of the sidewalk and the white line in the road. Don't spend millions trying to improve something that already works well. "If it aint broke don't fix it." As stated above the only areas that need a fix are the existing broken areas.

Kevin J. Mahoney, resident

Dear El Mar Design Team
Every other morning around 7:30 AM I run the length of El Mar and back, and then repeat that run. I run, or more accurately jog, on the grass as I have spinal stenosis and should not run on pavement. As I jog I think and pray, inspired by the beautiful trees, shrubs, and flowering bushes I pass along the way and awed by the views of the ocean as the sun rises. Each day I greet many of the same people walking, running, cycling, working, walking their dogs; we are a mini-community. It is with this lens that I oppose any tampering with the median strip on El Mar. Just put this issue to a vote of town residents and I think most would agree. We do NOT want more traffic; so why would we want more spots for paid parking and cutouts for trucks? Better sidewalks would be great, but remember that as long as the effects of Covid19 last people will want to maintain social distance and many will continue to walk in the street. Why do we need separate bike lanes on El Mar as the traffic is not, and should not be, significant. Where we need bike lanes is on busy streets like A1A. That is what Ft Lauderdale has done just south of Lauderdale-by-the-Sea.

If you really want to make El Mar even more attractive get rid of the ugly concrete poles with wires dangling spoiling the view at both ends of El Mar. Somehow the City got that wiring underground near Commercial Blvd. Why not do the same for the rest of El Mar? Thank you for listening.

Margaret and Andrew Winiarczyk
Commissioners and Mayor
We have been in LBTS for 18 years, as a business owners and residents.
The attraction was immediate, when we arrived to this beautiful small town with all the amenities of a city nearby. Just as the beach, the pier, and low height buildings, one of the special assets, to center of this town, is El Mar drive. It is a road but also so much more: a scenic walk, bike ride and a leisure drive. Please keep it as green and parking /car free as possible.

Rita Lippman, resident
Hello, Thank you for considering my input. El Mar is a beautiful street. It's one of our greatest assets in enhancing the walk ability of the town. It should not be used as a thoroughfare for traffic. Ocean Drive, Rt A1A is for cars. El Mar is for walking and enjoying ocean views. Please do not cut down on the size of the median. The median is important to the overall attractiveness of the street. It can be planted with more vegetation and palm trees. Please do not take this away. Commercial Blvd at the ocean is a great asset to the community. That area was well planned. It's now an inviting place to walk and sit to enjoy the charm of our town. Please put the same thought and consideration into El Mar. We do not need four lanes of traffic and a thin median. This plan will destroy the street. I urge you to maintain the ambiance we are fortunate to have now. I fell in love with this town the first time I saw it. That was over thirty years ago. I still feel that joy every time I walk down El Mar to Commercial. That is why I own a home in Lauderdale by the Sea. There's no other place like it. Please keep it that way. Thank you

Karen Blake, resident
Please consider angling the parking for safety reasons--so that bicyclists can be seen easily by drivers as they back out. It may also reduce the size of the right-of-way needed for parking. Thank you!
Be well.

Joan, Leisure Mar Condominium
My comment is to leave el Mar AS IS, focus on upgrades to sidewalks and swales, drainage, lighting and most especially slowing the traffic down. DO NOT touch the median. As is, LBTS does not have much green space, ironic since we are a small beach town that pride ourselves on our beaches and natural surroundings, all have been taken over by parking spaces. Now the little greenery we have to enjoy, you are going to take away. No, unacceptable.The trucks and such only park very early in the AM for deliveries and only in the downtown area. Why are you going to put parking areas in the rest of El Mar? This does not beautify our town. I don't want a parking garage right in front of where I live.

The key here is to make El Mar a natural space for us all to walk, bike, run, and walk our dogs, stroll with our children. What needs to be done is to make El Mar safe. Decreasing the amount of cars that speed and do not stop at stop signs or for pedestrians walking/crossing. That is where you need to concentrate your efforts, money and time before someone gets runned over. Leave El Mar alone, leave our median alone, do not mess with something that works and it is enjoyed by all, residents like me and our guests. Thank you.

Cynthia Mattia, Leisure Mar
I am writing to you in response to the Town Special Meeting scheduled for September 22nd. I urge you to consider that urban planners want to shape how El Mar residents live their lives; discouraging automobile and increasing parking, pedestrian and bicycle traffic under the premise of safety. So, I question the number of vehicular, bicycle and pedestrian accidents that have occurred on El Mar and the need for increased parking. I question the possibility of increased traffic congestion with a two lane north south traffic pattern with El Mar residents and hotel occupants backing out onto a one lane traffic pattern. Extending the sidewalk and establishing a bike lane appear to be sound advancements. However, I question the safety of residents and hotel occupants having to back out of said parking places over wider sidewalks and bike lanes. I find the vast majority of bicyclists not obeying road rules. I question the delay and impact of emergency response and fire vehicles accessing a two lane north/south road during any emergency situation. I question how the traffic will be rerouted if an emergency occurs without turn-a-round access or an additional lane for traffic by-pass or to accommodate additional emergency vehicles and personnel. Table top landscape placement at intersections may also impede emergency response. I question the need for pull offs outside of the

Commercial/El Mar intersection. There is extreme infrequency of delivery trucks unloading outside of the restaurant areas. I question the need for increased parking on El Mar (pull offs after delivery hours). One El Mar resident opined that it seems like the El Mar beautification plan “paves over paradise and puts up a parking lot”. I have to completely agree. It is concerning that these “road diet” concepts do not statistically increase green space either in the median or at the sidewalk on El Mar. Adapave (tree pit areas outlined in the proposals) is traditionally used in urban areas to increase a green presence in a concrete jungle. Adapave tree pits impede sidewalk space especially it your goal is to widen pedestrian walkways. I question the goal of the Town Council to urbanize the area and lose the ‘beachside” feel. I question the impact of construction on the area for El Mar residents and hotel occupants. Although the Town has adequate funds to cover any supposed improvements, a strong financial reserve is needed in these unprecedented times. Therefore, I question the benefit of the proposed road diet plan(s) and ask the Town Commission to reconsider the redesign of El Mar. Let’s strive to keep our beachside town, a beachside town! Nevertheless, there are improvements that can be made to El Mar without changing the charm of the area. The sidewalks need to be uniform throughout including the curbing. Uneven sidewalks and curbs of differing heights force pedestrians to use roadways. The risk of falls can be life threatening to senior citizens. Attractive turtle friendly lighting should also be considered. Road and sidewalk drainage needs to be addressed. Lastly, feasibility studies are needed to consider the installation and maintenance of underground utilities. Let’s improve on El Mar not urbanize it. Aside from the goal of increasing town and local business revenue, increasing tourism and thus visitors has it’s own set of potentially negative consequences. Those consequences may include increase crime, litter, and most importantly a change in the culture of the area. Let’s improve El Mar but preserve it’s unique culture.

Bill McGarrity, resident
Of all the various proposals for improving El Mar, I think there is an obvious option that is superior: Keep the current design and make improvements to further enhance the current charm we all enjoy. Specifically, repair the swales/drainage, sidewalks and paving. Add more lighting and enhance the landscaping in the beautiful wide median. I believe this approach would gain a strong consensus from all the stakeholders.”
Thanks!

Arthur Franczak,
Dear Commissioners,
I was working at Westminster, London, for a Member of Parliament. It was a Friday afternoon, meaning that all Members of Parliament, including mine, were gone for the weekend. So I was making decisions. I was in charge of correspondence. So no-brainer something about smoking in movies glorifying smoking came up. How can anybody be against complaint about glorifying smoking in movies? It turns out that many or some of this MP's constituents were Yorkshire smokers. But I wrote something intelligent about product placement in movies and against smoking. I almost got in trouble. Everybody in the office got a lecture on Monday, and it was aimed solely at me stepping out beyond my role. But it was OK because, I guess, I was OK. Also I have no idea who crafted the

message but perhaps they are just constituents such as I. Everybody has a voice, and it is democracy, and let the winning argument rule. I am very serious about green space.

Janet and Wayne Thompson, resident
The Commission policies state: Preserve/Protect LBTS appearance, visual character and culture. Maintain/ expand ocean views. After many years, my husband and I returned to LBTS. We purchased a condo on El Mar Drive. We enjoy riding bikes, local restaurants, walking and the view from our balcony. We definitely don't want our view to be commercial vehicles parked in the street. If your plan passes, we think pull offs along El Mar Drive should be at least 100 feet from stop signs, community parks and beach entrances. Service vehicle /commercial parking should be limited. We are against additional public parking along El Mar Drive. If the median is only reduced minimally, and the city uses existing 2nd street lane to increase sidewalk space and add a bike lane, then the plan might have the potential to be positive. Thank you for your consideration.

Diana Kugler, resident
Good evening Mayor, Commissioners and Town Manager,
Regarding the El Mar Drive project, I recommend that we keep two lanes each direction, ideally lane closest to median as a mixed use product to deter vehicular traffic. No cut outs Make sidewalks 8 ft Delete the bike lane Add the extra footage from bike lane and sidewalk that was planned for 9' to the median Upgrade sidewalks, swales, drainage, lighting and please, please put traffic calming elements in to slow down vehicular traffic. Bicycles can legally ride in vehicular lanes and they do, in packs many across. If they want a bike lane, they can go to A1A. You all of you know that El Mar is very special to the people of this town. You may not like it and you may not want to say it, but you know that bicycle riders will ride many across and pedestrians with and without dogs will walk in the lane closest to the median. That all contributes to the charm of this great town. Keep it simple, don't reinvent the wheel.

Brigitte Brandt, resident
Good evening
Maybe you should invest on our streets instead of always concentrate on el mar drive!
We the resident need lights!

John Boutin, Windjammer
Dear Mayor, Vice-Mayor and Commissioners,
As the current owner of a family business located on El Mar Drive since 1978, I hereby present to you my opinion as to the correct decision regarding the El Mar Design Streetscape project. In the interest of brevity and of “getting to the point”, I will start with my conclusion as to what I believe is the best choice for the design project.

Conclusion:
Professionals were hired to present to the Town a design choice based on their excellent reputation, experience, extensive knowledge of code requirements, understanding of our existing conditions and abilities for gathering and evaluation of valuable input from our

community. The decision to hire this design team was because it was concluded that they would do the best job for our Town. I respect and trust the Commissioners for their decision in hiring this firm.

The firm presented their recommended design known as Option 1.

I would ask that the Commission please support and approve their recommended design as it convincingly addresses all of the essential requirements for the project based on the all of the factual data and most importantly the citizen input. It is the logical and best choice.

For Consideration:
It has been my business experience that when experienced and relevant professionals are hired for complicated and multifaceted projects which are outside the realm of the abilities of lay people to fully comprehend the intricacies and subtleties of a project, it is best to follow their advice. Not following their advice somewhat negates the decision to hire them in the first place.

It is my understanding that instead of approving their recommendation, "circumstances" dictated that they be asked to present two revisions of their recommendation making the decision more opaque. Therefore with this email I present my thoughts in arriving at my conclusion which is based on the following quote.

"The data speaks for itself. I respect everyone's opinion, but we make our decisions based on facts, not opinions." Carol Todd

My conclusion is based on what I consider to be the most important physical and community input data garnered and presented in the extensive Initial Concepts Draft of August 11, 2020
https://secureservercdn.net/198.71.233.67/sbw.bd2.myftpupload.com/wp-content/uploads/2020/08/2020.08.11_Commission-Meeting_El-Mar-Concept-DRAFT_FINAL.pdf

Physical Factual data:
- El Mar Drive needs to be redesigned
  - Check
- El Mar is 80 feet wide
  - Option 1 efficiently utilizes the defined area.
- FDOT code requires sidewalks be at minimum 6 feet of unobstructed width
  - Option 1 brings our sidewalks to 9+ feet.
- Current sidewalks are 5 feet and have utility poles on them obstructing pedestrian traffic
  - Option 1 would discourage the illegal practice of walking and jogging in traffic lanes and reduces the danger to pedestrians from back out parking.
  - Consider that walkers and joggers do not walk or jog in the street along Fort Lauderdale beach. Why? The sidewalk is wide enough to accommodate all.

• Code requires that areas where there is no sidewalk curb, there must be a 6 foot buffer zone between the sidewalk and the traffic lane.
o Option one provides for the code required 6 foot buffer.
• A majority of El Mar properties have back out parking requiring the 6 foot buffer zone
o Option 1 gives us a 6 foot dedicated bike lane which serves as the buffer zone.
• Annual average traffic on El Mar Drive from Palm Ave to Pine Ave is only 1200 vehicles per day.
o The traffic study confirms that one lane is more than enough and it would also discourage its use as a bypass, further reducing the vehicular traffic
o Option 1 provides for a 12 foot vehicular traffic lane providing for a safe driving experience
Community Input factual data:
• 61% use El Mar primarily for walking and jogging and 70.8% want wider sidewalks
o Option 1 provides for 9 foot sidewalks thus following the majority of the respondents wishes
• 72% prefer bike traffic separated from pedestrian traffic and 84% want a dedicated bike lane
o Option 1 separates bike traffic from pedestrian traffic and provides for the safety of a dedicated bike lane, again in response to the majority
• 70.5% say one lane in each direction is adequate for efficient traffic flow
o Option 1 follows majority opinion
• 58.2% want landscape enhancements
o Option 1 increases the size of the median thereby allowing for more and better landscaping
• 63% want tree planting on both sides of the street
o Option 1 does allow for the planting of trees on both sides of the street
I wish to express my sincere gratitude for accepting to have Lauderdale-By-The-Sea be the “master of their domain” so to speak by going it alone. I know that this was not an easy decision and so now it is time to give the go ahead. I am confident that you, our governing body, will make the correct decision for all.

Cristie and Marc Furth, resident (531 words)
Dear Commissioners and Town Manager, Bill Vance;
Lauderdale by the Sea has 3 unique features that define its beloved character. 1. The low-rise height limit 2.The downtown village situated directly at the beach and 3.The original El Mar Drive scenic beachfront showcasing our charming boutique resort area. Major changes to any of these key 3 areas must be carefully considered by Town Officials and scrutinized by citizens so as not to downgrade our proud heritage as a beautiful seaside oasis.

The EDSA Designers say the designs are based on surveys but if actually implemented both plans would irrevocably change the beautiful, open and spacious El Mar Drive residents and visitors have loved for decades.

The one-lane plan slices up the El Mars beautiful green median with multitudes of asphalt cut-outs for truck deliveries (19 at last count). It was also stated at both the hotel and condo zoom meetings that, after delivery hours, these truck delivery parking areas could be utilized for car parking spaces at the discretion of Town Officials (essentially a vote of 3 Commissioners could convert those truck delivery zones into little beachfront parking lots). So, if you are an El Mar resident or pedestrian user...what is to like about the one-lane plan? Sorry, to say... Nothing.

When citizens complained that they were only given the one-lane plan to consider designers came up with the two-lane plan. The two-lane plan is a much better fit for El Mar's unique ambiance except for one major problem. The plan cuts the green median down from 20+ feet to 8 feet. The rumor going around town is that by adding so much concrete and asphalt and cutting the median down to 8 ft. they could make the one-lane plan look like the better alternative.

Unfortunately, both plans play major havoc on El Mar's landscaped median, a Lauderdale by the Sea landmark as El Mar Drive was the Town's very first road. The one-lane plan turns the median and our front yard into a truck parking area and the two-lane plan shrinks the median into a skinny Commercial Blvd. style green strip. We would have happily given our support to a type of plan that addresses how to safely utilize more of El Mar for pedestrian activities and not simply confine everyone to a sidewalk. Using the inside lane of El Mar as a dedicated and protected multi-use use zone for pedestrians and occasional truck deliveries was always the logical idea. But, perhaps, at this point 'leave well enough alone' is the best philosophy and just fix what needs fixing.

Lastly, as a strong proponent for El Mar improvements over the decades we could not have been more disappointed with this entire process. Because of Covid we have not been able to meet with Designers and discuss options together as a community. This major Town project is being decided in the dead of summer when people are away. We have asked every Commissioner to please, please come over to El Mar, meet with a few of our neighbors and stakeholders and, so far, only 3 have responded and to them we say thank you for respecting their constituents and hopefully representing them.

Alfred Tychsen
It is with some concern I hear of plans to alter the median on El Mar Drive. I am respectfully asking you to please ask the City council to leave the median as it is. The whole area is very beautiful and any change would destroy the looks and the feel of the area. I than you for your help.
Respectfully,
Alfred B. Tychsen, an avid walker on the street.

Cristie & Marc Furth, residents
Good Evening Commissioners

Please consider the hardships Lauderdale by the Sea businesses and residents have endured since Covid 10 hit us in March. Many of us have had little or no income and

hopes of a quick rebound have not panned out. We have all had to cut back, some using up their savings to pay bills, taxes and insurance, some facing eviction and food insecurity. Please be mindful, as we all must, to keep taxes and spending to a minimum during these trying times.

Another topic is the reopening of Jarvis Hall for Commission Meetings. It is time. Commissioners need to interact with Citizens over important community issues. If participants follow proper CDC protocols and limit attendance there is no reason not to reinstate in-person Commission meetings immediately, especially for an extremely important meeting set for next Tuesday, Sept. 22 when the Commission may vote to proceed with an El Mar Design plan.

The El Mar decision could affect the ambiance of Lauderdale by the Sea forever. Two plans have been designed and presented for comment on the Town website. However, I found that the most controversial aspect of the one lane plan had been omitted. The pull-out parking lots for trucks had been removed from landscaped median. Also, no mention of median truck pull outs was listed in either the narrative or legend. This omission appeared to make the one lane rendering more appealing than it really is so I'm glad this will soon be remedied and viewers will get accurate information on which to base comments. Bottom line; Lets keep the El Mar plan simple;

1. Preserve our beautiful, wide median
2. Replace our broken sidewalks and swales
3. Add lighting

Agenda Item No: 11.a

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Debbie Hime
Submitting Department: Administration
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:

FY21 Implementation of Strategic Marketing Plan by Conceptual Communications
Work Authorization #5 (Debbie Hime, Special Projects Coordinator)

Explanation: At the July 24, 2018 meeting, the Commission approved the Town's three- year Strategic Marketing Plan (Plan) prepared by Conceptual Communications (CC). Conceptual Communications had advised in the plan that there may be times of lucidity in the plan based on the current environment. With the current COVID-19 circumstances, they are proposing **(Exhibit 1)** to augment and expand through building more upon the brand via social media and extending it to the drive market.

The Work Authorization #5 **(Exhibit 2)** is for Conceptual Communications to implement the third year of the plan. The Work Authorization in the amount of $40,500 includes FY21 budgeted professional services that will:

- Continue to reinforce our partnerships sunny.org/GFLCVB, Visit Florida and build a new relationship with Trip Advisor followers within their new business model.
- Assist and create press opportunities to promote the Town's assets
- Coordinate Social Media paid and organic planning and management
- Implement and report on survey findings and other data
- Develop new branding and strategy initiatives

Recommendation: Authorize Town Manager to execute Conceptual Communications' Work Authorization #5 for the FY21 Strategic Marketing Plan.

Attachments:

1. Third Year Strategic Marketing Overview
2. Conceptual Communications Work Authorization #5

Exhibit 2

WORK AUTHORIZATION NO. 5

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMUNICATIONS, LLC

For

IMPLEMENTATION OF ADDITIONAL SOCIAL MEDIA, RESEARCH, AND DIGITAL ADVERTISING IN THREE YEAR STRATEGIC MARKETING PLAN-

Contactor's Address:
Conceptual Communications, LLC
1600 NE 26th Street
Fort Lauderdale, Florida 33305

Solicitation Name and No.: RFP 17-08-01 **Agreement Description**: Implement Three Year Strategic Marketing Plan – Third Year	**Work Authorization No**.: **5** **Effective Date: 10-1-20**
Purchase Order No.:	**Budget: $40,500**

Task Description: Create Three Year Strategic Marketing Plan focusing on tourism and retail markets. All required services will be completed by September 30, 2021

In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in the attached Exhibit A (Scope of Services), and the work will be completed on or before Sept. 30, 2021 2018 as detailed in Exhibit "B" (Deliverables, Costs, Schedule).

The total amount or the limiting amount of the compensation will be: $40,500 as shown below unless additional services are authorized by the Town in writing.

	Method of Compensation (Lump Sum, Hourly NTE)	**Amount ($)**	Project Code
	Invoiced Hourly, up to:	$30,500.00	001-519.100.500.315
Continue to reinforce our partnerships with sunny.org/GFLCVB, Social Media paid and organic planning and management			
Visit Florida and build a new relationship with Trip Advisor followers within their new business model.			
Assist and create press opportunities to promote the Town			
Implement and report on survey findings and other data			
Develop new branding and strategy initiatives			
Public Relations/Press Pitches		$10,000.00	001519-100.500.311
Total		**40,500.00**	

Other Notes:
This Work Authorization is subject to the same terms and conditions of the professional services agreement dated Oct. 1, 2020

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:

William Vance, Town Manager _____ _____
(Signature) (Date)

Tedra Smith, Town Clerk _____ _____
(Signature) (Date)

Contractor Acceptance:
Laurie Menekou
President, Conceptual Communications, LLC _____ _____
(Signature) (Date)

Exhibit B
Deliverables, Costs and Schedule
FY21 Strategic Marketing Plan Projects

Trip Advisor, Visit FL, Sunny.org	$4,500.00
Branding & Strategy	$4,000.00
Program Planning/Account Mgt	$3,500.00
Survey & Reporting	$6,500.00
Social Media Content & Ad Mgt	$10,000.00
SEO & SMP Website Mgt	$2,000.00
PR/Press Relations/Press Pitches	$10,000.00
Total	**$40,500.00**

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.

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Ken Rubach
Submitting Department: Municipal Services
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:

Hardship Parking Permits (Ken Rubach, Municipal Services Director)

Explanation:

Section 19-26(c) of the Town's Code of Ordinances provides that the Town Commission shall consider "all applications for non-exclusive hardship permits for the use by the customers of the hotel, motel, apartments and other businesses and may approve or deny applications for hardship permits for meters within specific geographic locations".

The cost of a hardship parking permit in FY 21 will remain same as FY19 & FY20, $324 (plus $22.68 tax) per space. It allows the holder to park at an open metered space within a designated area. There are no spaces reserved for hardship permits and hardship permits cannot be used to park in a space reserved for people with a Residential Parking Permit. Staff will evaluate increases for FY 22 hardship permit if necessary.

The table below reflects the FY 21 Hardship Permit Applications:

Business Name	Address	Assigned Space #'s (A&B)	Street	FY20 Approved	FY21 Requested	# of Units	# of parking spaces
4344 LLC	4346 E. Tradewinds Ave	307-322	E. Tradewinds	2	2	2	0
4346 LLC	4346 E. Tradewinds Ave	307-322	E. Tradewinds	2	2	2	0
Windjammer Resort	4244 El Mar Drive	72-83	Datura	5	5	33	28
Ocean Terrace	4565 El Mar Drive	284-289 or El Prado Lot	Washingtonia	3	3	5	2
Sea Cliff Apts.	4201 El Mar Drive	90-98	Hibiscus	1	1	12	11
Parkhill Apartments	4144 El Mar Drive	90-98	Hibiscus	5	5	12	6
Sea Spray Inn	4245 El Mar Drive	72-83	Datura	2	2	6	6
Sea Spray Pool	4301 El Mar Drive	72-83	Datura	4	4	12	9

Coral Key Inn	4601 El Mar Drive	284-289 or El Prado Lot	Washingtonia	3	3	13	7
Beachside Village Resort	4564 N. Ocean Drive	284-289 or El Prado Lot	Washingtonia	3	3	31	31
Ocean Terrace Beachside Condo	4564 El Mar Drive	284-289 or El Prado Lot	Washingtonia	2	2	8	6
Tides Inn	4628 El Mar Drive	284-289 or El Prado Lot	Washingtonia	3	3	12	10
Beachview Apts.	4149 Bougainvilla Drive	200-203	Bougainvilla	1	1	5	5
Ocean Treasure	4308 El Mar	72-83	Datura	4	4	11	7
			Totals	**40**	**40**		

Recommendation:

Staff recommends that the Town Commission approve forty (40) FY21 Hardship Permit Applications.

Agenda Item No: 11.c

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Ken Rubach
Submitting Department: Municipal Services
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title: Resolution 2020-40 Locally Funded agreement with the Florida Department of Transportation for roadway enhancements on A1A from Pine Avenue to Sunset Lane in conjunction with the FDOT resurfacing project.

Explanation:

Attached is Resolution 2020-40 **(Exhibit 1)**, which approves a Locally Funded Agreement ("LFA") (Exhibit A to Resolution 2020-40) with the Florida Department of Transportation ("FDOT") for the estimated $ 90,684 cost for installation of 3 new decorative poles and 9 patterned pavement intersections. FDOT identified the need to install additional lighting in the area of A1A & Gatehouse Rd. In order to match the existing poles and fixtures, the Town is required to pay for these items as they are considered an upgrade over standard FDOT lighting. Likewise, the patterned pavement crosswalks will be milled and removed in the process of resurfacing the roadway. The cost to replace the patterned pavement crosswalks after the resurfacing has been completed is also the Town's responsibility.

Recommendation:

Approve Resolution 2020-40 **(Exhibit 1)**, which authorizes the Town Manager to execute the proposed LFA Agreement with FDOT together with such non-substantial changes as are deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Attachments:

1. Resolution 2020-40
2. Exhibit A- LFA Agreement A1A Pine to Sunset

RESOLUTION 2020-40

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY ENHANCEMENTS ALONG SR-A1A FROM PINE AVENUE TO SUNSET LANE IN CONJUNCTION WITH THE FDOT RESURFACING PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") is conducting milling and resurfacing work along SR-A1A from Pine Avenue to Sunset Lane; and

WHEREAS, the Town has requested that FDOT perform the construction of stamped patterned pavement at nine intersection and installation of three new decorative poles (the "Improvements"), in addition to the milling and resurfacing work FDOT is performing; and

WHEREAS, in order to match the existing poles and fixtures, the Town is required to pay for the Improvements as they are considered an upgrade over standard FDOT lighting; and

WHEREAS, the Improvements cost an estimated $90,684; and

WHEREAS, the Town is required to execute a locally funded agreement (the "LFA") with FDOT for the Improvements; and

WHEREAS, Town staff recommends that the Town Commission approve the LFA with FDOT for the Improvements in an amount of $90,684, attached as Exhibit "A" (the "Agreement").

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

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

Section 2. The Town Commission hereby approves the LFA with FDOT, attached as Exhibit "A," for the Improvements.

Section 4. The Town Commission hereby authorizes the Town Manager to execute the LFA with FDOT for the Improvements, in substantial conformity with 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 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED this _____ day of October, 2020.

_____
Mayor Chris Vincent

Attest:

_____
Tedra Allen, Town Clerk, CMC

APPROVED AS TO FORM:

_____
Susan Trevarthen, Town Attorney

(CORPORATE SEAL)

FM No: 441628-1-52-02
FEID No: VF-596-002-670

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this_____ day of_____ 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Town of Lauderdale by the Sea located at 4501 N. Ocean Drive, Lauderdale-by-the-Sea, Florida 33308, hereinafter called the TOWN.

WITNESSETH

WHEREAS, the TOWN is providing the DEPARTMENT with financial assistance for certain improvements in connection with the DEPARTMENT's milling and resurfacing work along SR-A1A from Pine Avenue to Sunset Lane in Broward County, Florida. (Financial Management (FM) Number 441628-1-52-01, Funded in Fiscal Year 2020/2021); and

WHEREAS, the TOWN has requested that the DEPARTMENT perform the following additional work: construction (installation and removal) of stamped patterned pavement and decorative lighting (Financial Management (FM) Number 441628-1-52-02, Funded in Fiscal Year 2020/2021) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the TOWN and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the TOWN by Resolution No. 2020_____ dated the _____ day of _____ _____ 20____, a copy of which is attached hereto and made a part hereof, authorizes the Mayor of the TOWN or designee to enter into this Agreement.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

3. The TOWN agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.

4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the TOWN input in its decisions.

5. The total cost for the Project is estimated to be ONE MILLION FORTY SIX THOUSAND NINE HUNDRED NINETY DOLLARS AND NO CENTS ($1,046,990.00). The PARTICIPANT'S share for the Project is estimated to be NINETY THOUSAND SIX HUNDRED EIGHTY FOUR DOLLARS AND NO CENTS ($90,684.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the funds provided, the difference will be refunded to the TOWN. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the TOWN, then such sum shall be the sole responsibility of the TOWN and shall be paid to the DEPARTMENT.

(A) The TOWN agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of NINETY THOUSAND SIX HUNDRED EIGHTY FOUR DOLLARS AND NO CENTS ($90,684.00), towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 441628-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 441628-1-52-02.

Funding breakdown:

Financial Mgmt. No. (FM#)	Amount (Participant's Share)
441628-1-52-02	**$90,684.00**
TOTAL	**$90,684.00**

Payment shall be mailed to:
Florida Department of Transportation
Program Management Unit - Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

(B) If the Project costs are in excess of the advance deposit amount, the TOWN will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the TOWN as soon as it becomes apparent that Project costs are in excess of the advanced deposit amount; however, failure of the DEPARTMENT to so notify the TOWN shall not relieve the TOWN from its obligation to pay for its full participation. If the TOWN cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The TOWN understands the request and

approval of the additional time could delay the Project, and additional costs at the TOWN 's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.

(C) If the TOWN's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the TOWN's payment for the accepted bid amount plus allowances if such refund is requested by the TOWN in writing.

(D) Should Project modifications occur that increase the TOWN's payment for the Project costs, the TOWN will be notified by the DEPARTMENT. The TOWN agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the TOWN as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the TOWN shall not relieve the TOWN from its obligation to pay for its full participation. Funds due from the TOWN during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the TOWN fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.

(E) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant, not when the design work is complete. All Project cost records and accounts shall be subject to audit by a representative of the TOWN for a period of three (3) years after final close out of the Project. The TOWN will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be applied to future phases of the Project. If the final accounting is not performed within three hundred sixty (360) days, the TOWN is not relieved from its obligation to pay.

(F) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the TOWN will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The TOWN agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.,* on any invoice not paid within forty (40) calendar days until the invoice is paid.

(G) Upon receipt of payment, from the TOWN to the DEPARTMENT, the DEPARTMENT will then forward the TOWN's payment to the Department of Financial Services, Division of Treasury for deposit as provided in the Three Party Escrow Agreement (3PEA) between the TOWN, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B.**

6. The TOWN will comply with the provisions set forth in the District Four Landscape Inclusive Memorandum of Agreement (LIMOA) which is attached hereto and made a part hereof as **Exhibit C.** The TOWN shall agree to maintain the pavers and stamped pavement of the Project in accordance with the terms of the **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.

7. Upon completion of the Project, the TOWN will comply with the provisions set forth in the District Four Highway Maintenance Memorandum of Agreement which is attached hereto and made a part hereof as **Exhibit D.** The TOWN shall agree to maintain decorative lighting of the Project in accordance with the terms of the **Exhibit D**. The terms of this paragraph shall survive the termination of this Agreement.

8. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

9. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the TOWN under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

10. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the TOWN and the DEPARTMENT until the Project (FM# 441628-1-52-02) is completed as evidenced by the written acceptance of the DEPARTMENT.

11. The TOWN warrants that it has not employed or obtained any company or person, other than bona fide employees of the TOWN, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the TOWN. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

12. The TOWN / Vendor/ Contractor:

(A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the TOWN/ Vendor/ Contractor during the term of the contract; and

(B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:
Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Brad Salisbury
A second copy to: Office of the General Counsel

If to the TOWN:
Town of Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308
Attn: Ken Rubach
With a copy to: Town Attorney

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by The Town of Lauderdale-By-the-Sea Resolution Number 2020-_____, hereto attached.

LAUDERDALE-BY-THE-SEA

BY: _____
NAME: _____
TITLE: _____

ATTEST:

_____
TOWN CLERK (SEAL)

APPROVED AS TO FORM:

BY: _____
TOWN ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

FDOT LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT A
SCOPE OF SERVICES
FM No 441628-1-52-02

The DEPARTMENT shall install the patterned pavement crosswalks at the following nine (9) intersections noted below:

- Bougainvilla Drive
- Sea Ranch Club B
- Sea Ranch Club A
- Assumption Church
- Coral Reef Drive
- 1800 S Ocean Boulevard
- 1717 S Ocean Boulevard
- 1665 S Ocean Boulevard
- Bel Air Drive

In addition, The DEPARTMENT shall install a total of three (3) decorative light poles at the following two (2) intersections noted below:

- Bougainvilla Drive
- Gatehouse Road

EXHIBIT B
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Town of Lauderdale-by-the-Sea (“Participant”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project (“Project”):

Project Name: Installation and removal of patterned pavement crosswalk pavers; construction (install) decorative lighting
Project #: 441628-1-52-02
County: Broward

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this Agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

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7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

THIS IS AN EXHIBIT ONLY. . . NOT FOR EXECUTION!!!

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name

Title

F-596-002-670
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

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EXHIBIT C

LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT WITH TOWN OF LAUDERDALE-BY-THE-SEA

SECTION No.: **86050000**
FM No. (s): **441628-1-52-01**
COUNTY: **BROWARD**
S.R. No.: **A1A**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATATION
DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the **Town of Lauderdale by the Sea**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has jurisdiction over **State Road A1A** as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain improvements as indicated within the right of way of **State Road A1A** as described within **Exhibit "B"** pursuant to definition in paragraph number 2; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY is agreeable to maintaining those improvements within the AGENCY'S limits including hardscape to the medians and areas outside the travelway to the right of way line and/or areas within the travelway that may contain specialty surfacing (concrete pavers, color stamped concrete and/or color stamped asphalt [also known as patterned pavement]), if applicable, but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic litter pick-up, repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No._____ dated _____,

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20____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or caused to be installed the *improvements* described as: hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B"**. *Hardscape* shall mean any non-standard roadway, sidewalk, median or crosswalk surfacing, such as the following: specialty surfacing (concrete pavers, color stamped concrete and/or color stamped asphalt [also known as patterned pavement]) and such connection to standard Department facilities, i.e., roadway. If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

A. The AGENCY agrees to maintain the improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B".** The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7, by periodic repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S safety and maintenance guidelines, **Exhibit "D",** Patterned Pavement Maintenance. The AGENCY'S responsibility for maintenance shall include hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right-of-way and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore any unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.

B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

C. The maintenance functions to be performed by the AGENCY may be subject to

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periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:

(1) Maintain the improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or

(2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the improvements covered by this Agreement may be removed or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar day notice to remove said improvements and restore the area to a safe condition. If the DEPARTMENT is required to remove said improvements it shall be at the AGENCY'S expense after which time the DEPARTMENT may remove same. All permits fees and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

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(a) Plans for any new improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.

(b) The AGENCY shall procure a permit from the DEPARTMENT.

(c) All improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

(d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

(a) Plans for any new improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.

(b) All improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

(c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional improvements installed by an adjacent owner.

8. IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the improvements with an estimated amount of **$28,582.10** as referenced in **Exhibit "C"**. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The DEPARTMENT'S participation in the improvements' cost, as described in **Exhibit "D"** is limited to only those items which are directly related to the improvement plans.

(1) The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the improvements by the DEPARTMENT associated with the roadway construction project.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under anyone (1) of the following conditions:

Not For Execution

(a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.

(b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.

B. If the DEPARTMENT chooses not to implement the improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated if any.

11. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

(1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.

(2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.

(3) Coverage is not to cease and is to remain in full force and effect (subject to

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cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

(a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and

(b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto as to these improvements and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby, except the associated Locally Funded Agreement (LFA).

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon

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the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:	If to the AGENCY:
State of Florida Department of Transportation	Lauderdale-By-The-Sea
3400 West Commercial Blvd.	4501 N. Ocean Drive
Ft. Lauderdale, FL 33309-3421	Lauderdale-By-The-Sea, Florida
Attention: .	Attention: Town Manager
FDOT District IV Landscape Architect	

19. LIST OF EXHIBITS

Exhibit A: Roadway Project Location and Hardscape Improvements Maintenance Boundaries
Exhibit B: Hardscape Improvements Plans
Exhibit C: Patterned Pavement Maintenance
Exhibit D: Approximate Cost for Hardscape Improvements

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

TOWN OF LAUDERDALE-BY-THE-SEA

Not For Execution

By: _____
Chairperson/Mayor/Manager

Attest: _____(SEAL)
Clerk

Legal Approval Date

_____ _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

Attest: _____(SEAL)
Executive Secretary

Legal Review Date

_____ _____
Office of the General Counsel

Not For Execution

SECTION No.: **86050000**
FM No. (s): **441628-1-52-01**
COUNTY: **BROWARD**
S.R. No.: **A1A**

EXHIBIT A

ROADWAY PROJECT LOCATION AND
HARDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. ROADWAY PROJECT LOCATION:

State Road A1A from Pine Avenue (M.P. 7.44) to Sunset Lane (M.P. 8.678)

II. LIMITS OF MAINTENANCE FOR HARDSCAPE IMPROVEMENTS

Crosswalks within the limits of State Road A1A from Pine Avenue (M.P.7.44) to Sunset Lane (M.P. 8.678)

III. HARDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

See Attached

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SECTION No.: **86050000**
FM No. (s): **441628-1-52-01**
COUNTY: **BROWARD**
S.R. No.: **A1A**

EXHIBIT B

HARDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the hardscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Brad Salisbury, P.E.
Florida Department of Transportation District Four

Not For Execution

SECTION No.: **86050000**
FM No. (s): **441628-1-52-01**
COUNTY: **BROWARD**
S.R. No.: **A1A**

EXHIBIT C

APPROXIMATE COST FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

$28,582.10

* Amounts are approximate

Not For Execution

SECTION No.: **86050000**
FM No. (s): **441628-1-52-01**
COUNTY: **BROWARD**
S.R. No.: **A1A**

EXHIBIT D

PATTERNED PAVEMENT MAINTENANCE

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

(1) Within 60 days of project acceptance by the Department, all lanes of each patterned pavement crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with ***FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)*** or Dynamic Friction Tester in accordance with ***ASTM E1911. All costs for friction testing are the responsibility of the AGENCY.***

(2) The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (FM 5-592 attached). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (land-by-land) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.

(3) Approximately **one year** after project acceptance and **every one year** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with ***ASTM E274*** or ***ASTME 1911***. Friction resistance shall, at a minimum, have a FN40R value of 35 (or equivalent).

(4) The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Broward Operations, 5548 N.W. 9th Avenue, Fort Lauderdale (954)776-4300, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.

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(5) Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPLor replaced with conventional pavement.

(6) When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.

(7) The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.

(8) Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

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- The initial treatment cannot be applied to any State Highway whose asphalt pavement surface is older than 5 years.
- May be used in areas not subject to vehicle traffic such as median islands, curb extensions, sidewalks, and landscaping borders.
- Meet ADA requirements in areas subject to pedestrian traffic. See ***PROWAG R301.5 and R301.7*** and ***ADAAG 302 and 303*** for surface requirements.

226.4.1 Maintenance Memorandum of Agreement

Prior to the installation of patterned pavement crosswalks in intersections on the State Highway System, a Maintenance Memorandum of Agreement is required to be entered into with the local government agency requesting this aesthetic enhancement to the project. This agreement is filed with the District Maintenance Office. This Agreement requires the local government agency to acknowledge that the installation and maintenance of patterned pavement is the total responsibility of the local agency, including contracting for friction testing with a qualified firm.

"Maintenance" of all patterned pavement crosswalks in these Agreements is to be defined, as a minimum, to include its frictional characteristics and integrity as follows:

- Evaluate all lanes of each patterned crosswalk for surface friction within 60 days of project acceptance by the Department. Conduct the friction test using either a locked wheel tester in accordance with ***FM 5-592*** (***Florida Test Method for Friction Measuring Protocol for Patterned Pavements***) or a Dynamic Friction Tester in accordance with ***ASTM E1911***. ***FM 5-592*** can be accessed at the following link:

  http://www.fdot.gov/materials/administration/resources/library/publications/fstm/methods/fm5-592.pdf

  The initial friction resistance must be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent. Failure to achieve this minimum resistance will require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the ***APL*** or replaced with conventional pavement.

- Approximately one year after project acceptance and every two years thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk must be tested for friction resistance in accordance with

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- ***ASTM E274*** or ***ASTM E1911***. Friction resistance must, at a minimum, have a FN40R value of 35 (or equivalent).

- Send the results of all friction tests to the District's Warranty Coordinator with a cover letter either certifying that the crosswalks comply with the minimum friction criteria,or stating what remedial action will be taken to restore the friction.

- Failure to achieve the minimum resistance requires all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas must be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the APL or replaced with conventional pavement.

- When remedial action is required in accordance with the above requirements, the local agency must complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs can be made to an area without first resurfacing the underlying pavement to 1" minimum depth.

- The Department will not be responsible for replacing the treatment following any construction activities in the vicinity of the treatment.

- Should the local agency fail to satisfactorily perform any required remedial work in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

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EXHIBIT D

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH TOWN OF LAUDERDALE-BY-THE-SEA

SECTION NO.: 86050
FM: 44162815201
COUNTY: Broward
State Road: A1A from Pine Avenue to Sunset Lane
Agreement No: 20200421-1

DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this date _____ day of _____, 2020 by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **Town of Lauderdale By The Sea**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over SR A1A from Pine Avenue to Sunset Lane between (M.P.) 7.476, and (M.P.) 7.766, Fort Lauderdale; and

WHEREAS, the **DEPARTMENT** and **AGENCY** seeks to install and have maintained by the **AGENCY** certain highway **IMPROVEMENTS**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR A1A from Pine Avenue to Sunset Lane between (M.P.) 7.476, and (M.P.) 7.766 (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **DEPARTMENT** shall construct and the **AGENCY** shall maintain the specific elements constructed under **FM# 44162815201** to include decorative pedestrian lighting that will comply with sea turtle laws, rules, and regulations along over SR A1A from Pine Avenue to Sunset Lane between (M.P.) 7.476, and (M.P.) 7.766 hereinafter called **IMPROVEMENTS;** and

WHEREAS, the parties shall also enter into a Joint Participation Agreement (JPA) concerning the funding of these **IMPROVEMENTS**; and

WHEREAS, the Project involves the scope of work as described within **Exhibit A (Project Location, Description and Project Aerial) and Exhibit B (Construction Plans)**, which will benefit the **AGENCY**; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution Number _____entered into this date _____ , attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

A. The **DEPARTMENT** shall construct, under **Project Number 44162815201**, the **IMPROVEMENTS** as detailed in Exhibit A (**Project Location, Description and Project Aerial**) and Exhibit B (**Construction Plans**) that will benefit the **AGENCY**.

B. If there are any major changes to the plans(s), the **DEPARTMENT** shall provide the modified plans(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMRPOVEMENTS** if changes are not approved within the given time frame.

C. The AGENCY shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT.**

D. All lighting shall be installed in accordance with the Florida Fish and Wildlife Conservation Commission approved lighting plan included in Florida Department of Environmental Protection Coastal Construction Line Permit #BO-781 and any FWC approved lighting plan amendments included in subsequent permit modifications.

3. MAINTENANCE OF FACILITIES

A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed along SR A1A from Pine Avenue to Sunset Lane between (M.P.) 7.476 and (M.P.) 7.766 within the limits of construction. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all decorative or non- standard features. **IMPROVEMENTS** include decorative pedestrian lighting.

1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.

2) Only the long wavelength (greater than 560 nm), amber diodes in the amber lighting circuit shall be illuminated during marine turtle nesting season, March 12 through October 31, for as long as the pole fixtures remain in place. White diodes

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may only be energized between November 1 and March1, outside sea turtle nesting season.

3) The Agency shall install and manage an electronic control system that shall automatically switch the lights from white to amber on March 1 each year the fixtures remain in place.

4) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents and vermin, including removal of nests as needed.

5) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn out parts of the **IMPROVEMENTS**. The **AGENCY's** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair and replacement due to normal wear and tear, named storm event, acts of God, vandalism and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

6) Subject to the above considerations for sea turtles, the **AGENCY** shall perform all activities necessary to keep the **IMPROVEMENTS** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the **IMPROVEMENTS** (including the poles and any and all other component parts installed as part of the **IMPROVEMENTS**), and locating (both vertically and horizontally) the **IMPROVEMENTS**, as may be necessary.

7) Lighting assemblies and systems shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. Lighting shall meet requirements for sea turtle nesting and hatching seasons. Lights may be required to be turned off if they fail to meet the requirements of the law or violate the Endangered Species Act or other law.

8) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation / function or **AGREEMENT** termination.

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9) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT,** as per the requirements in **Exhibit C (Maintenance Plan Requirements).**

10) The **AGENCY** shall be responsible to maintain the light pole structures and electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties.

B. The **AGENCY** shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY's** failure to comply with all ADA Laws existing and as may be amended. Costs and expenses shall include the costs to make the facility ADA compliant, Attorney's fees and costs and any judgments. Adjacent sidewalk areas shall be accessible at all times. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each work day.

C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.

D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans and (e) Manual on Uniform Traffic Control Devices (MUTCD).

E. If it becomes necessary to provide utilities (water/electricity) to these **IMPROVEMENTS**, all costs associated with the utilities, accent lighting and/or irrigation systems including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY's** responsibility.

1) The **AGENCY** shall be directly responsible for impact and connection fees.

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AND

2) The **AGENCY** shall become responsible for the above-named **IMPROVEMENTS** and ongoing utility costs upon final acceptance of the construction project by the **DEPARTMENT** and thereafter.

F. Any work impacting traffic flow along SR-A1A/SE 17th St/Seabreeze Blvd.; A1A/Ft. Lauderdale Bch Blvd./N Ocean Blvd. must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT**'s Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **CITY OF FORT LAUDERDALE CITY MANAGER**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the citied deficiency or deficiencies. It said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY.**

2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY.**

3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT.** Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY.**

4) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove, by the **DEPARTMENT** or its Contractor's personnel, all of the **IMPROVEMENTS** installed under this Agreement and charge the AGENCY the reasonable cost of such removal.

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5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT.**

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

1) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT.**

2) The **AGENCY** shall procure a permit and/or Construction Agreement from the **DEPARTMENT**, as appropriate.

3) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

4) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT.**

7. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions:

1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.

2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.

2) By the **DEPARTMENT** with a six (6) month written notice.

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8. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.

3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

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10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and

2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. **ENTIRE AGREEMENT**

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Local Funded Agreement(s) and State Highway Lighting Maintenance and Compensation Agreement(s) signed between the parties, as amended, as to all other **IMPROVEMENTS** not specifically mentioned in this Agreement. The street lights installed under this project will be compensated as street lights under the State Highway Lighting Maintenance and Compensation Agreement. If the **DEPARTMENT** and **AGENCY** fail to agree on the annual lump sum amount to be paid under the State Highway Lighting Maintenance and Compensation Agreement, this Agreement shall supersede that Agreement and the **AGENCY** agrees to maintain the lights solely under this Agreement.

12. **EXPENDITURE OF MONEY**

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the

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prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT.**

15. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The **AGENCY** agrees to waive forum and venue and the **DEPARTMENT** shall determine the forum and venue in which any dispute under this Agreement is decided.

16. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT:**

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY**:

Town of Lauderdale By The Sea
Attention: Ken Rubach, Municipal Services Director
4501 North Ocean Drive
Lauderdale By The Sea, FL 33308

17. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Project Aerial
Exhibit B: Lighting Plans
Exhibit C: Maintenance Plan Requirements

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

AGENCY

TOWN OF LAUDERDALE BY THE SEA, a municipal Corporation of the State of Florida

By: _____ Date: _____
William Vance,Towny Manager

ATTEST:

_____ Date: _____
Tedra Allen,Town Clerk

Approved as to form:

By: _____ Date:_____
Print Name: Susan L. Trevarthen
Title: Town Attorney

THIS IS AN EXHIBIT ONLY ..... NOT FOR EXECUTION!!!

SECTION NO.: 86050
FM: 44162815201
COUNTY: Broward
State Road: A1A from Pine Avenue to Sunset Lane
Agreement No: 20200421-1

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Paul A. Lampley, P. E. Director of Operations

Executive Secretary
(SEAL)

Print Name: _____

Date:_____

Approval as to Form:

Sign:_____
Dawn Raduano, District General Counsel

Print Name: _____

Date:_____

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!!!

SECTION NO.: 86050
FM: 44162815201
COUNTY: Broward
State Road: A1A from Pine Avenue to Sunset Lane
Agreement No: 20200421-1

EXHIBIT A

PROJECT LOCATION, AND MAP

Location:

The **IMPROVEMENTS** associated with this Agreement are located within the Town of Lauderdale By The Sea, in Broward County, Florida along SR A1A from Pine Avenue to Sunset Lane between (M.P.) 7.476, and (M.P.) 7.766.

LOCATION MAP:

Project Aerial:

THIS IS FOR EXECUTION!!!

SECTION NO.: 86050
FM: 44162815201
COUNTY: Broward
State Road: A1A from Pine Avenue to Sunset Lane
Agreement No: 20200421-1

EXHIBIT B

LIGHTING PLANS

Lighting Plans by Fernando Amado Mateus, P. E., Trace Consultants, Inc. dated April 21, 2020 as approved by the Department.

44162815201 LIGHTING PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
14	L-1	KEY SHEET
15	L-2	SIGNATURE SHEET
16	L-3	TABULATION OF QUANTITIES
17	L-4	GENERAL NOTES
18	L-5	POLE DATA AND LEGEND
19	L-6 thru L7	LIGHTING PLAN
20-21	L-8	POLE DETAILS
22	L-9	LOAD CENTER DETAIL
23-24	L-10 THUR L-11	LIGHT POLE FOUNDATION DETAILS
25	GL-1	REPORT OF CORE BORNINGS

THIS IS AN EXHIBIT ONLY … NOT FOR EXECUTION!!!

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

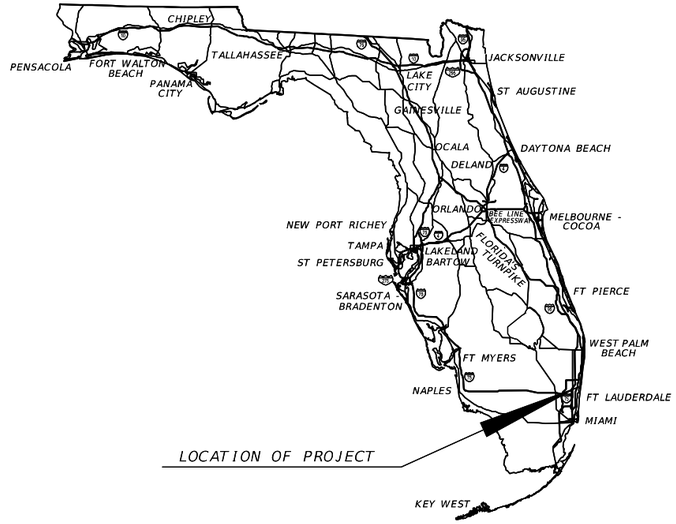
FINANCIAL PROJECT ID 441628-1-52-01

BROWARD COUNTY (86050)

STATE ROAD NO. A1A

FROM PINE AVENUE TO SUNSET LANE

LIGHTING PLANS



INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-2	SIGNATURE SHEET
L-3	TABULATION OF QUANTITIES
L-4	GENERAL NOTES
L-5	POLE DATA AND LEGEND
L-6 - L-7	LIGHTING PLAN
L-8	POLE DETAILS
L-9	LOAD CENTER DETAIL
L-10- L-11**	LIGHT POLE FOUNDATION DETAILS
GL-1*	REPORT OF CORE BORINGS

* These sheet is included in the Index of Lighting Plans only to indicate that they are part of the Lighting Plans. These sheets are contained in a separate digitally signed and sealed document.

** Sheets to be included in next submittal

LIGHTING PLANS
ENGINEER OF RECORD:

FERNANDO AMADO-MATEUS, P.E.
P.E. LICENSE NUMBER 76201
TRACE CONSULTANTS, INC.
8900 SW 117 AVENUE, SUITE 105B
MIAMI, FLORIDA 33186
CONTRACT NO.: CA302
VENDOR NO.: F455418595

FDOT PROJECT MANAGER:

BRAD SALISBURY, P.E.

Plans for Maintenance Agreement Only
(not for construction)

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	21	L-1

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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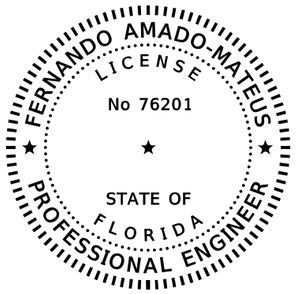

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

TRACE CONSULTANTS, INC.
8900 SW 117 AVENUE, SUITE 105B
MIAMI, FLORIDA 33186
FERNANDO AMADO-MATEUS, P.E. NO. 76201

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-2	SIGNATURE SHEET
L-3	TABULATION OF QUANTITIES
L-4	GENERAL NOTES
L-5	POLE DATA AND LEGEND
L-6 - L-7	LIGHTING PLAN
L-8	POLE DETAILS
L-9	LOAD CENTER DETAIL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

FERNANDO AMADO-MATEUS, P.E.
P.E. LICENSE NUMBER 76201
TRACE CONSULTANTS, INC.
8900 SW 117 AVENUE, SUITE 105B
MIAMI, FLORIDA 33186

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR A1A	BROWARD	441628-1-52-01

SIGNATURE SHEET

SHEET NO. L-2

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TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														TOTAL THIS SHEET		GRAND TOTAL	
			L-6		L-7															
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF															1		1	
635 2 11	PULL & SPLICE BOX, F&I, 13"X 24" COVER SIZE	EA															1		1	
715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 TO NO. 6	LF															1		1	
715 11 216	LUMINAIRE, F&I-REPLACE EXIST. LUMINAIRE ON EXIST. POLE/ARM, ROADWAY,PENDANT/TEARDROP	EA															1		1	
715 500 1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	EA															1		1	
715 511 340	LIGHT POLE COMPLETE-SPECIAL DESIGN, F&I, SINGLE ARM SHOULDER MOUNT, CONCRETE, 40'	EA															1		1	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

FERNANDO AMADO-MATEUS, P.E.
P.E. LICENSE NUMBER 76201
TRACE CONSULTANTS, INC.
8900 SW 117 AVENUE, SUITE 105B
MIAMI, FLORIDA 33186

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR A1A	BROWARD	441628-1-52-01

TABULATION OF QUANTITIES

SHEET NO. L-3

LIGHTING GENERAL NOTES:

1. THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE STREET LIGHTING SYSTEM IS THE TOWN OF LAUDERDALE-BY-THE-SEA.

2. PROVIDE SUBMITTAL DATA THAT IS COMPATIBLE WITH THE MAINTAINING AGENCY. PROVIDE THE MAINTAINING AGENCY'S REQUIRED EQUIPMENT AND VERIFY WITH THE MAINTAINING AGENCY PRIOR TO PURCHASING SUCH EQUIPMENT.

3. DELIVER SALVAGEABLE LIGHTING LUMINAIRES AND DECORATIVE LUMINAIRES TO:

TOWN OF LAUDERDALE-BY-THE-SEA
MUNICIPAL SERVICES GARAGE
4501 N. OCEAN DR.
LAUDERDALE-BY-THE-SEA, FL 33308

KEN RUBACH
MUNICIPAL SERVICES DIRECTOR
PH: (954) 640-4232

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

FERNANDO AMADO-MATEUS, P.E.
P.E. LICENSE NUMBER 76201
TRACE CONSULTANTS, INC.
8900 SW 117 AVENUE, SUITE 105B
MIAMI, FLORIDA 33186

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR A1A	BROWARD	441628-1-52-01

GENERAL NOTES

SHEET NO. L-4

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POLE DATA

POLE NO.	CIRCUIT	STATION	POLE OFFSET	MOUNTING HEIGHT	POLE TYPE	ARM CONFIGURATION	ARM LENGTH	WATTAGE	LOCATION	FOUNDATION	PAY ITEM
LP-1	A-I	31+41/ BL SURVEY SR A1A	41' RT	40'	PROP. DECORATIVE CONC. POLE/ PENDANT	BACK OF SIDEWALK	8'	242	BACK OF SIDEWALK	CYLINDRICAL	715-511-340
ELP-1	A-I*	32+33/ BL SURVEY SR A1A	44' RT**	40' ***	EXIST. DECORATIVE CONC. POLE/ PENDANT-RETROFIT	BRACKET ARM	8'	242	SIDEWALK	SPREADFOOTER	715-11-216
LP-2	A-I	34+00/ BL SURVEY SR A1A	32' RT	40'	PROP. DECORATIVE CONC. POLE/ PENDANT	BACK OF SIDEWALK	8'	242	BACK OF SIDEWALK	CYLINDRICAL	715-511-340
ELP-2	A-I*	34+95/ BL SURVEY SR A1A	36' RT	40' ***	EXIST. DECORATIVE CONC. POLE/ PENDANT-RETROFIT	BRACKET ARM	8'	242	SIDEWALK	SPREADFOOTER	715-11-216
ELP-3	A-I*	44+95/ BL SURVEY SR A1A	32' LT**	40' ***	EXIST. DECORATIVE CONC. POLE/ PENDANT-RETROFIT	BRACKET ARM	8'	242	SIDEWALK	SPREADFOOTER	715-11-216
LP-3	A-I	46+53/ BL SURVEY SR A1A	27' RT	40'	PROP. DECORATIVE CONC. POLE/ PENDANT	BACK OF SIDEWALK	8'	242	BACK OF SIDEWALK	CYLINDRICAL	715-511-340
ELP-4	A-I*	47+06/ BL SURVEY SR A1A	33' LT**	40' ***	EXIST. DECORATIVE CONC. POLE/ PENDANT-RETROFIT	BRACKET ARM	8'	242	SIDEWALK	SPREADFOOTER	715-11-216

* EXIST. CIRCUIT A-I
** EXIST. POLE OFFSET (FOR REFERENCE ONLY)
*** EXIST. MOUNTING HEIGHTS (FOR REFENCE ONLY)

LEGEND

SYMBOLS	DESCRIPTION
	EXISTING ORNAMENTAL POLE TO REMAIN
	RETROFIT DECORATIVE EXISTING LIGHT POLE WITH LED LUMINAIRE DESIGN FOR 23,456 LUMENS, (242 WATTS), TYPE III DISTRIBUTION, 4000K CCT, 7 PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP, AND WIRED FOR 480 VOLT OPERATION. NO PHOTOCELL REQUIRED. DISTRIBUTION CURVE USED FOR DESIGN: (ELS2_MPL2_P60S_40K_XX_SG_3_425A.ies)
	LIGHT POLE COMPLETE WITH LED LUMINAIRE DESIGNED FOR 23,456 LUMENS (242 WATTS), TYPE III DISTRIBUTION, 4000K CCT, 7 PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP, AND WIRED FOR 480 VOLT OPERATION. NO PHOTOCELL REQUIRED. (ESL2_MPL2_P60S_40K_XX_SG_3_425A.ies)
	PULL BOX
	2" SCHEDULE 40 PVC CONDUIT (DIRECTIONAL BORE) WITH THREE RHW-2/XLP CONDUCTORS INSIDE THE CONDUIT: ONE WITH RED INSULATION, ONE WITH BLACK INSULATION, AND ONE GROUND WITH GREEN INSULATION INSIDE THE CONDUIT. (NUMBER AND SIZE OF CONDUCTORS AS SHOWN ON PLAN SHEETS).
	EXISTING CONDUIT TO REMAIN

LIGHTING DESIGN CRITERIA

EXISTING SIGNALIZED INTERSECTIONS

Average Initial Intensity (H.F.C.)	1.5 Std / 1.0 Min
Vertical Illuminance (V.F.C)	1.5 Foot Candles
Uniformity Ratio Avg./Min. (V.F.C.)	4:1 Or Less
Max./Min.	10:1 Or Less
Wind Speed	160 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

FERNANDO AMADO-MATEUS, P.E.
P.E. LICENSE NUMBER 76201
TRACE CONSULTANTS, INC.
8900 SW 117 AVENUE, SUITE 105B
MIAMI, FLORIDA 33186

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR A1A	BROWARD	441628-1-52-01

POLE DATA AND LEGEND

SHEET NO. L-5

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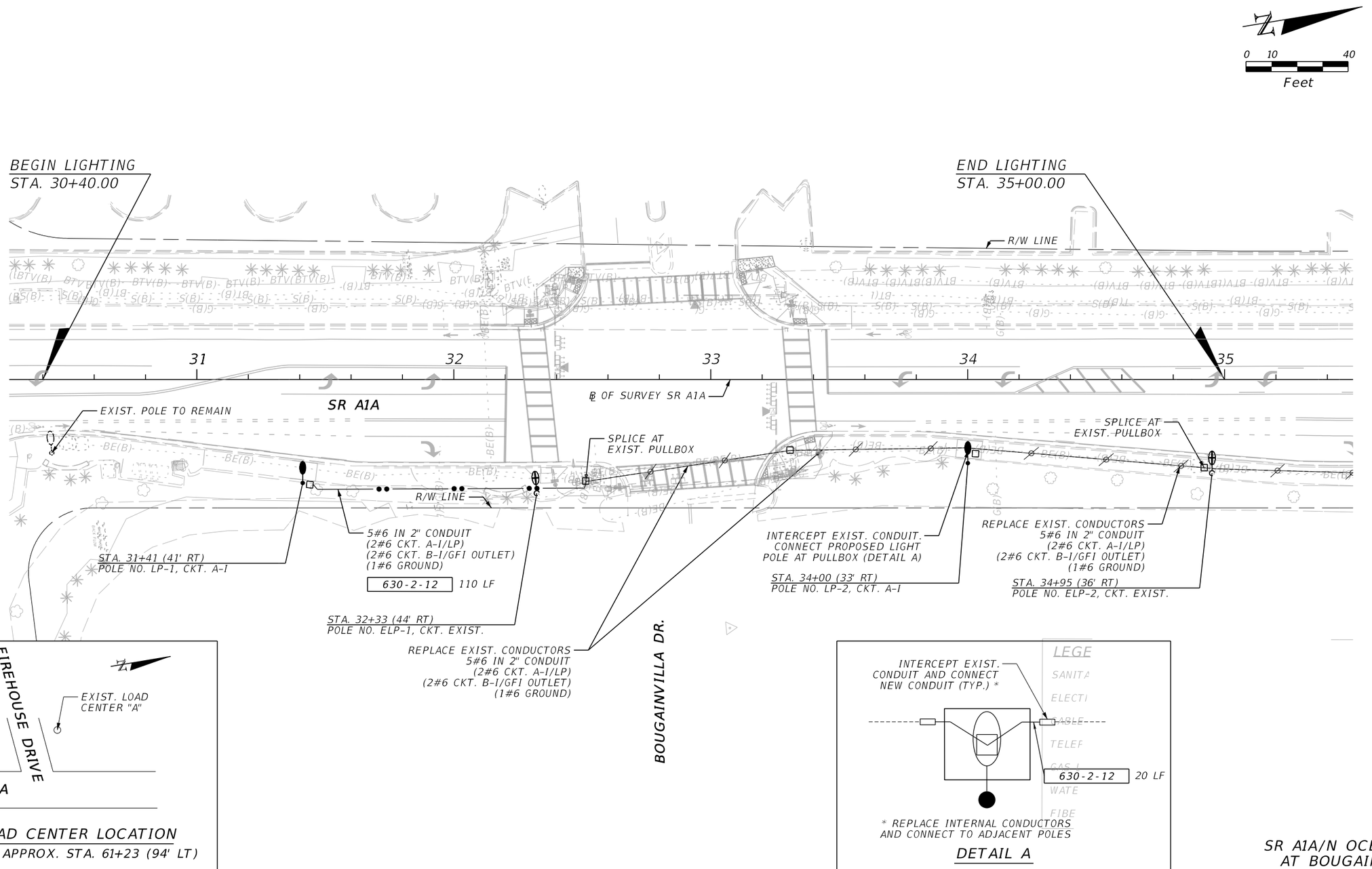

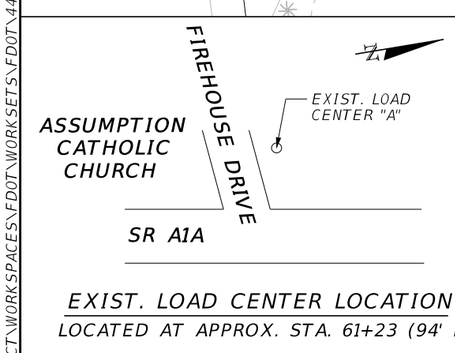

EXIST. LOAD CENTER LOCATION

LOCATED AT APPROX. STA. 61+23 (94' LT)

DETAIL A

SR A1A/N OCEAN DRIVE
AT BOUGAINVILLA DR.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

FERNANDO AMADO-MATEUS, P.E.
P.E. LICENSE NUMBER 76201
TRACE CONSULTANTS, INC.
8900 SW 117 AVENUE, SUITE 105B
MIAMI, FLORIDA 33186

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR A1A	BROWARD	441628-1-52-01

LIGHTING PLAN

SHEET NO. L-6

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0 10 40
Feet

BEGIN LIGHTING
STA. 44+00.00

REPLACE EXIST. CONDUCTORS
5#6 IN 2" CONDUIT
(2#6 CKT. A-I/LP)
(2#6 CKT. B-I/GFI OUTLET)
(1#6 GROUND)

SPLICE AT
EXIST. PULLBOX

STA. 44+95 (32' LT)
POLE NO. ELP-3, CKT. EXIST.

GATEHOUSE RD.

END LIGHTING
STA. 47+20.00

STA. 47+06 (33' LT)
POLE NO. ELP-4, CKT. EXIST.

SPLICE AT
EXIST. PULLBOX

REPLACE EXIST. CONDUCTORS
5#6 IN 2" CONDUIT
(2#6 CKT. A-I/LP)
(2#6 CKT. B-I/GFI OUTLET)
(1#6 GROUND)

R/W LINE

INTERCEPT EXIST. CONDUIT AND
PROVIDE NEW PULLBOX (DETAIL B)

SR A1A

44 45 46 47 48

℄ OF SURVEY SR A1A

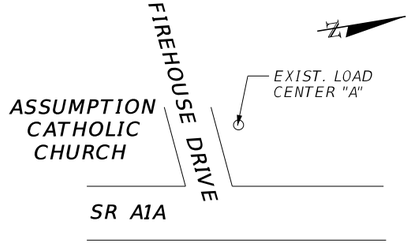
R/W LINE

EXIST. POLE
TO REMAIN

5#6 IN 2" CONDUIT
(2#6 CKT. A-I/LP)
(2#6 CKT. B-I/GFI OUTLET)
(1#6 GROUND)

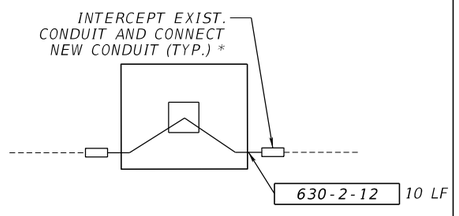
630-2-12 65 LF

STA. 46+53 (27' RT)
POLE NO. LP-3, CKT. A-I



EXIST. LOAD CENTER LOCATION

LOCATED AT APPROX. STA. 61+23 (94' LT)



* REPLACE INTERNAL CONDUCTORS
AND CONNECT TO ADJACENT POLES

DETAIL B

SR A1A/N OCEAN DRIVE
AT GATEHOUSE RD.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

FERNANDO AMADO-MATEUS, P.E.
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MIAMI, FLORIDA 33186

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR A1A	BROWARD	441628-1-52-01

LIGHTING PLAN

SHEET NO. L-7

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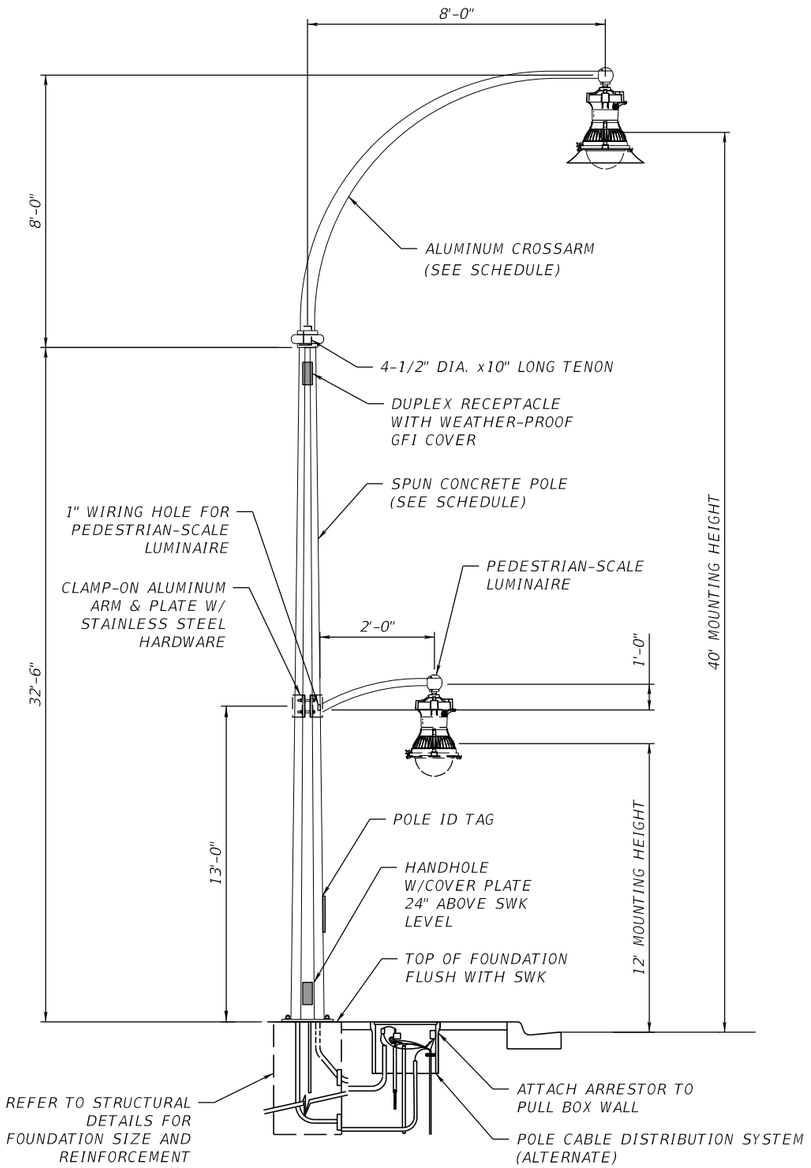
ORNAMENTAL POLE SCHEDULE

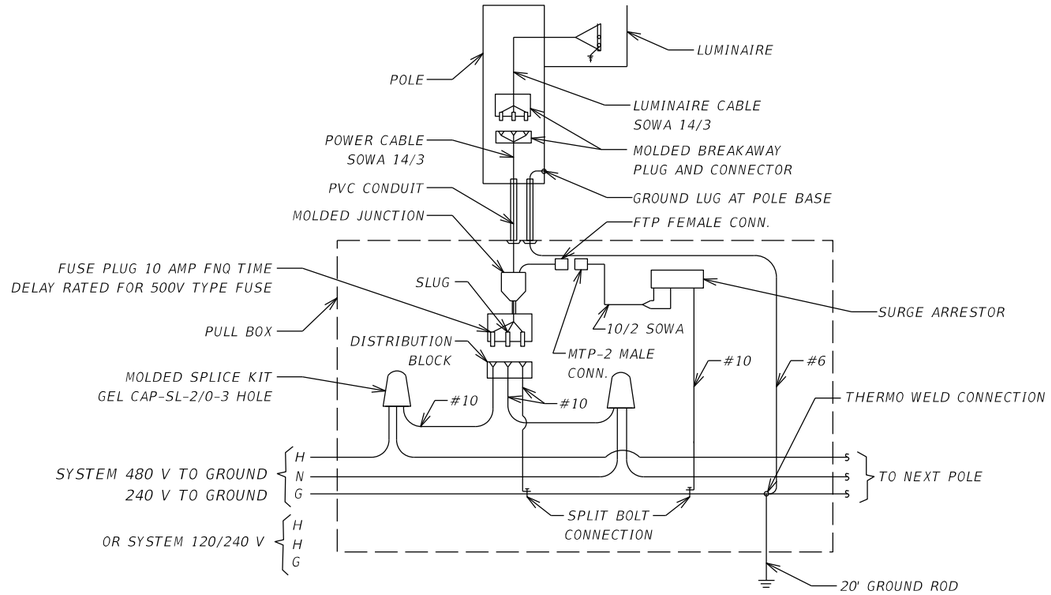
ELEMENT	MAUNFACTURER	REFERENCE NO.	DIMENSIONS	COLOR
ALUMINUM CROSS-ARM - ROADWAY LIGHTING	HOLOPHANE	ATC96/CAMC RFD100428	8'x8'	GREEN Y367F
ALUMINUM CROSS-ARM - PEDESTRIAN LIGHTING	HOLOPHANE	CUSTOM (CUSARM24/1/Coxx/CA/CS	2'x1'	GREEN Y367F
SPUN CONCRETE POLE (OCTAGONAL)	STRESSCRETE	P-325-CP0-G-S56-AB-GFI-DR	32'-6"	ALABAMA POWER GREEN

SHOP DRAWINGS

PROVIDE SIGNED AND SEALED STRUCTURAL PLANS AND CALCULATIONS FOR THE ENTIRE DECORATIVE LIGHTING SYSTEM, INCLUDING CONNECTIONS DESIGN (LUMINAIRE-TO-ARM, ARM-TO-UPRIGHT, AND UPRIGHT-TO-FOUNDATION CONNECTIONS). PROVIDE PLANS AND CALCULATIONS SIGNED AND SEALED BY A FLORIDA-LICENSED PROFESSIONAL ENGINEER WHICH DEMONSTRATE THAT THE DECORATIVE LIGHT FIXTURES HAVE BEEN DESIGNED IN ACCORDANCE WITH THE LATEST VERSION OF AASHTO LRFDLTS AS MODIFIED BY THE PROVISIONS OF THE FDOT STRUCTURES MANUAL VOLUME 3.



DETAIL FOR ORNAMENTAL POLE (SIDEWALK INSTALLATION)
(N.T.S.)



WIRING DIAGRAM FOR MG SQUARED (POLE CABLE DISTRIBUTION SYSTEM)
BID ITEM NO. 715-500-1
(N.T.S.)

REVISIONS				FERNANDO AMADO-MATEUS, P.E. P.E. LICENSE NUMBER 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FLORIDA 33186	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			POLE DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-8
					SR A1A	BROWARD	441628-1-52-01		

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SERVICE POINT DATA TABLE

SERVICE	ENCLOSURE SIZE & SERVICE COND.	ARTERIAL	ROADWAY	FROM	BEG. MP	TO	END MP	LOCATION	CIRCUIT	CONDUCTORS	BREAKER SIZE	EXISTING CONNECTED LOAD (A)	PROPOSED CONNECTED LOAD (A)	MAINTAINING AGENCY
EXIST. LOAD CENTER "A"	160 A MCB, 240/480 V TO GROUND, 1 PHASE, 3 WIRE SERVICE	SR A1A	86050	BOUGAINVILLA DR.	7.493	FIREHOUSE DR.	8.031	FIREHOUSE DRIVE	A-I	2 #6	40 A	15.4	15.7	TOWN OF LAUDERDALE -BY-THE-SEA
		SR A1A	86050	BOUGAINVILLA DR.	7.493	FIREHOUSE DR.	8.031	FIREHOUSE DRIVE	A-II	2 #6	40 A	4.2	4.2	
EXIST. LOAD CENTER "B"	120 A MCB, 120 V TO GROUND, 1 PHASE, 2 WIRE SERVICE	SR A1A	86050	BOUGAINVILLA DR.	7.493	FIREHOUSE DR.	8.031	FIREHOUSE DRIVE	B-I	2 #6	40 A	4.2	4.2	TOWN OF LAUDERDALE -BY-THE-SEA

EXISTING LOAD CENTER "A"

160 A MCB, 240/480 V TO GROUND, 1 PHASE, 3 WIRE SERVICE
(FPID 441628-1-52-01/86050)

CIRCUIT NO.	SERVING	EXISTING LOAD (A)	PROPOSED LOAD (A)	CIRCUIT BREAKER
A-I	LIGHTING	15.4	15.2	40 A
A-II	LIGHTING	4.2	4.2	40 A

CONTINUOUS LOADS = 9,312 VA
25% CONT. LOAD = 2,328 VA
TOTAL = 11,640 VA
DEMAND LOAD = 24 A

EXISTING LOAD CENTER "B"

120 A MCB, 120 V TO GROUND, 1 PHASE, 2 WIRE SERVICE
(FPID 441628-1-52-01/86050)

CIRCUIT NO.	SERVING	EXISTING LOAD (A)	PROPOSED LOAD (A)	CIRCUIT BREAKER
B-I	LIGHTING	4.2	4.2	40 A

CONTINUOUS LOADS = 504 VA
25% CONT. LOAD = 126 VA
TOTAL = 630 VA
DEMAND LOAD = 1 A

REVISIONS			
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR A1A	BROWARD	441628-1-52-01

LOAD CENTER DETAIL

SHEET NO. L-9

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EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this Agreement, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.

2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.

3. Containment of debris or materials used in or resulting from the repair

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair

THIS IS AN EXHIBIT ONLY . . . NOT FOR EXECUTION!!

Agenda Item No: 11.d

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Ken Rubach (Municipal Services Director)
Submitting Department: Municipal Services
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title: Resolution Approving Piggyback Agreement for Disaster Recovery Management Services with Witt O'Brien's, LLC. (Ken Rubach, Municipal Services Director)

Explanation: In July 2015, the Town entered into a contract with Witt O'Brien's, LLC to provide Disaster Recovery Management Services which includes debris monitoring as well as technical assistance in applying for FEMA disaster assistance after an event has occurred. This contract was renewed again in January 2018 and the extension of our current contract will expire on October 24, 2020. Staff is recommending we piggyback off the current agreement Witt O'Brien's has in place with the City of Pompano Beach. Witt O'Brien's has provided exceptional service with past events maximizing the financial assistance the Town receives after a declared event.

Town Staff received concurrence from the City of Pompano of LBTS' cooperative use of their agreement with Witt O'Brien's. Please see correspondence attached in this memo.

Recommendation:

1. Approve Resolution 2020-43 approving the piggyback agreement with Witt O'Brien's, LLC. and authorizing the Town Manager to execute a contract with Witt O'Brien's, LLC. For Disaster Recovery Management Services, in substantially the form attached as Exhibit "A".

Attachments:

1. Resolution 2020-43
2. Exhibit A – Piggyback Agreement with Witt O'Brien's
3. Exhibit A-1- City of Pompano Witt O'Brien's Agreement
4. Concurrence from the City of Pompano Beach

RESOLUTION NO. 2020-43

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH WITT O'BRIEN'S LLC FOR DISASTER DEBRIS RECOVERY MANAGEMENT SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, the City of Pompano Beach entered into an agreement with Witt O'Briens LLC ("Witt O'Brien's"), pursuant to the City of Pompano Beach Request for Proposals E-08-20 for disaster recovery management services ("Pompano Agreement"); and

WHEREAS, the Town wishes to contract with Witt O'Brien's, utilizing the Pompano Agreement for disaster recovery management services; 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 a piggyback agreement with Witt O'Brien's for disaster recovery management 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 Witt O'Brien's for disaster recovery management services, attached hereto as Exhibit "A," is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town authorizes the Town Manager or his designee to execute the Piggyback Agreement with Witt O'Brien's, in substantially the same form as attached 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 ___ day of October, 2020.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR DISASTER RECOVERY MANAGEMENT SERVICES
(Piggyback Competitive Award)

This Agreement is made this ____day of October, 2020 (“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 Witt O’Brien’s, LLC (the "Contractor"), a Delaware limited liability company, whose address is 1201 15th Street, NW, Suite 600, Washington, DC 20005.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this “Agreement”) for the provision of disaster recovery management services (the “Services”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Pompano Beach, Florida and the Contractor as set forth in the City of Pompano Beach Request for Proposal No. E-08-20 for Disaster Recovery Management Services and resulting agreement dated September 28, 2020, attached hereto and incorporated herein as Exhibit "A-1" (the “Pompano Agreement"); 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 be a five-year term commencing upon the effective date of this Agreement.

Section 2. Contract Terms. The Contractor agrees to provide the Town the Service as set forth in the Pompano Agreement, 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 Pompano Agreement, the order of priority shall be: this Agreement, and the Pompano Agreement.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" and “the Town” shall be deemed substituted for "City of Pompano Beach, Florida" and “the City” with regard to any and all provisions of the Pompano Agreement, 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 Pompano Agreement, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

B. **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.**

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.

C. Scrutinized Companies

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

2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement.

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

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

F. ETHICS

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

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

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

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

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:	Witt O'Brien's LLC Director of Contracts 818 Town & Country Blvd., Suite 200 Houston, TX 77024

Section 4. Certificates of Insurance. Prior to Contractor's commencement of services pursuant to this Agreement, Contractor shall deliver to Town, in a form acceptable to the Town in its sole discretion, the following documents within 15 days of execution of this Agreement:

a) All required certificates of insurance as described in the Pompano Agreement, naming the Town as an additional insured.

Section 5. 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 6. 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

_____

Bill Vance, Town Manager

Date:_____

Witt O'Brien's LLC

_____

Greg Fenton, COO

Date:_____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR DISASTER RECOVERY MANAGEMENT SERVICES
(Piggyback Competitive Award)

This Agreement is made this ____day of October, 2020 (“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 Witt O’Brien’s, LLC (the "Contractor"), a Delaware limited liability company, whose address is 1201 15th Street, NW, Suite 600, Washington, DC 20005.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this “Agreement”) for the provision of disaster recovery management services (the “Services”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Pompano Beach, Florida and the Contractor as set forth in the City of Pompano Beach Request for Proposal No. E-08-20 for Disaster Recovery Management Services and resulting agreement dated September 28, 2020, attached hereto and incorporated herein as Exhibit "A-1" (the “Pompano Agreement"); 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 be a five-year term commencing upon the effective date of this Agreement.

Section 2. Contract Terms. The Contractor agrees to provide the Town the Service as set forth in the Pompano Agreement, 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 Pompano Agreement, the order of priority shall be: this Agreement, and the Pompano Agreement.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" and “the Town” shall be deemed substituted for "City of Pompano Beach, Florida" and “the City” with regard to any and all provisions of the Pompano Agreement, 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 Pompano Agreement, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

B. **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.**

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.

C. Scrutinized Companies

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

2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement.

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

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

F. ETHICS

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

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

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

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

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:	Witt O'Brien's LLC Director of Contracts 818 Town & Country Blvd., Suite 200 Houston, TX 77024

Section 4. Certificates of Insurance. Prior to Contractor's commencement of services pursuant to this Agreement, Contractor shall deliver to Town, in a form acceptable to the Town in its sole discretion, the following documents within 15 days of execution of this Agreement:

a) All required certificates of insurance as described in the Pompano Agreement, naming the Town as an additional insured.

Section 5. 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 6. 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

_____

Bill Vance, Town Manager

Date:_____

Witt O'Brien's LLC

_____

Greg Fenton, COO

Date:_____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

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ORDINANCE NO. 2020- 73

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR DISASTER RECOVERY MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND WITT O'BRIEN'S LLC, PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1. That an Agreement for Disaster Recovery Management Services between the City of Pompano Beach and Witt O'Brien's LLC, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

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

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

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 8th day of September, 2020.

PASSED SECOND READING this 22nd day of September, 2020.

DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
77...

ASCELETA HAMMOND, CITY CLERK

/jrm
8/12/2020
L:ord/2020-278

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SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 28th day of Sept., 2020, by the City of Pompano Beach ("City") and Witt O'Brien's LLC, a Delaware limited liability company ("Contractor").

WHEREAS, the City issued Request for Proposal No. E-08-20 for Disaster Recovery Management Services (the "RFP") to solicit proposals to serve as the City's Disaster Recovery Manager Consultant; and

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit "A" (the "Work"), the Insurance Requirements set forth in Exhibit "B", the Rate Schedule set forth in Exhibit "C", Solicitation and Response set forth in Exhibit D, and the FEMA Clauses set forth in Exhibit "E" both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. Purpose. City contracts with Contractor to provide emergency management, public assistance consulting and disaster debris monitoring services upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. Term of Contract. This Contract shall be for a term of five (5) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services shall be billed to the City in accordance with Exhibit C Rate Schedule, which shall be in effect for the entire period of this Agreement. Contractor shall provide periodic billing statements

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for services rendered. The billing statement shall reflect the amount due for services performed by the Contractor and contain a detailed line item description of services for which the billing relates. The fees shall be the sole compensation paid to the Contractor in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder.

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City on a monthly basis.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Kimberly Spill-Cristiano and the Contractor's Contract Administrator shall be Valarie Philipp (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

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If to Contractor: Witt O'Briens LLC
Attention: Director of Contracts
818 Town & Country Blvd., Suite 200
Houston, TX 77024
Phone: 281-606-4721
Alternate Phone: (202) 207-2935
contractrequests@wittobriens.com
with a copy to cjoiner@wittobriens.com

For Legal Notices, a copy shall be provided to:
Witt O'Brien's, LLC
Attention: Legal Counsel
2200 Eller Drive
Fort Lauderdale, FL 33316
Email: blong@ckor.com
with a copy to cjoiner@wittobriens.com

If to City: Kimberly Spill-Cristiano, Contract Administrator
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Office: (954) 545-7799
Email: kimberly.spill-cristiano@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in either Parties performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after other Parties written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contracto

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shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the

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indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

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

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

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

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security

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or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

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

1. Keep and maintain public records required by the City in order to perform the service.

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

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RecordsCustodian@copbfl.com

23. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

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

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

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29. Order of Precedence. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. This Agreement
2. The Scope of Work (Exhibit A)
3. The Rate Schedule (Exhibit C)
4. FEMA-Related Clauses (Exhibit D)
5. Solicitation and Response (Exhibit E)
6. Other Contract Documents.

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

31. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

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

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

35. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

36. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

DocuSigned by:
Asceleta Hammond
775D4290316A490...

ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

(SEAL)

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...

GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...

MARK E. BERMAN, CITY ATTORNEY

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"CONTRACTOR"

Witt O'Brien's LLC.

Witnesses:

By:_____
Greg Fenton, COO

Kimberly Dube
_____
Kimberly Dube, Contract Specialist

_____
(Print or Type Name)

Kelly Stouffer
_____
Kelly Stouffer, Gorvernment Contract Manager

(Print or Type Name)

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me, by means of □ physical presence or X□ online notarization, this 17 day of August, 2020, by Greg Fenton as COO of Witt O'Brien's LLC, a Delaware Limited Liability Company authorized to do business in Florida, on behalf of the corporation. He is personally known to me as identification.

NOTARY'S SEAL:

EDAK EFFIONG NOTARY PUBLIC - STATE OF TEXAS ID# 131927432 EXP: MARCH 12, 2023

Edak Effiong
_____
NOTARY PUBLIC, STATE OF TEXAS

Edak Effiong
_____
(Name of Acknowledger Typed, Printed or Stamped)

131927432
_____
Commission Number

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

Exhibit A
Scope of Work

Scope of Services

1. **Disaster Debris Monitoring Services -** The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

   a. Coordinating daily briefings, work progress, staffing, and other key items with the City.
   b. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
   c. Scheduling work for all team members and contractors on a daily basis.
   d. Hiring, scheduling, and managing field staff.
   e. Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
   f. Assisting the City with responding to public concerns and comments.
   g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
   h. Entering load tickets into a database application.
   i. Digitization of source documentation (such as load tickets).
   j. Developing daily operational reports to keep the City informed of work progress.
   k. Development of maps, GIS applications, etc. as necessary.

2. **Emergency Management Planning and Training -** As directed by the City, the Consultant shall provide:

   a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
   b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
   c. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
   d. Procurement assistance for debris removal contractors and other services as requested.
   e. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
   f. Technical support and assistance in developing public information.
   g. Other training and assistance as requested by the City.
   h. Other reports and data as required by the City.
   i. Other emergency management and consulting services identified and required by the City.

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3. **Public Assistance Consulting Services** - As directed by the City, the consultant shall provide:

    a. Identification of eligible emergency and permanent work (Category A-G);
    b. Damage Assessment;
    c. Assistance in attaining Immediate Needs Funding;
    d. Prioritization of recovery workload;
    e. Loss measurement and categorization;
    f. Insurance evaluation, documentation adjusting and settlement services;
    g. Project Worksheet generation and review;
    h. FEMA, FHWA and NRCS reimbursement support;
    i. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
    j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
    k. Appeal services and negotiations;
    l. Reconstruction and long-term infrastructure planning; and
    m. Final review of all emergency and permanent work performed.

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EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

Type of Insurance		**Limits of Liability**
GENERAL LIABILITY:		Minimum 1,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
__	explosion & collapse hazard	

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__	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORs	personal injury
XX	personal injury	
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate
__	liquor legal liability	Minimum $1,000,000 Per Occurrence and Aggregate

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AUTOMOBILE LIABILITY: [x] Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX	comprehensive form	[ ] Minimum $10,000/$20,000/$10,000
XX	owned	(Florida's Minimum Coverage)
XX	hired	
XX	non-owned	

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY		Per Occurrence	Aggregate
XX other than umbrella	bodily injury and property damage combined	$1,000,000	$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis	$1,000,000	$1,000,000

---

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

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(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

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

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

COST PROPOSAL FORM/FEE SCHEDULE

The completed Cost Proposal Form/Fee Schedule is contained below, along with a list of "Additional Suggested Positions".

COST PROPOSAL FORM/FEE SCHEDULE

Positions	Estimated Monthly Hours *(1)*	Hourly Rate
Project Manager	80	$ 67.00
Operations Managers	160	$ 58.00
GIS Analyst	16	$ 50.00
Field Supervisors	670	$ 49.00
Debris Site/Tower Monitors	390	$ 34.00
Environmental Specialist	16	$ 75.00
Project Inspectors (Citizen Drop-Off Site Monitors)	870	$ 34.00
Field Coordinators (Crew Monitors)	1,740	$ 49.00
Load Ticket Data Entry Clerks (QA/QC)	750	$ 29.00
Billing/Invoice Analysts	40	$ 35.00
Data Manager	16	$ 55.00
Public Assistance Coordinator	80	$ 120.90
FEMA/FHWA Specialist	320	$ 90.00

Additional Suggested Positions

Position	Hourly Rate
Grants Project Manager	$139.50
Senior Grant Management Consultant	$130.20
Subject Matter Expert	$130.20
Senior Hazard Mitigation Specialist	$130.20
Hazard Mitigation Specialist	$120.90
Senior Planner	$170.00
Planner	$110.00
Senior Insurance Specialist	$130.20
Insurance Specialist	$120.90
Office/Clerical	$ 37.20

Cost Proposal Notes

- The hourly rates include all applicable overhead and profit.
- All non-labor related project costs will be billed to the City at cost without mark-up. This includes travel expenses such as airfare, hotel, per diem, rental car and/or mileage, which will be billed in accordance with the current GSA schedule.
- All expenses shall be submitted with full supporting documentation in compliance with FEMA guidelines for reimbursement.

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APPENDIX D FEMA CLAUSES

The Parties shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. Client confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

2. Client confirms that it may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.

3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.

    a. Consultant shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.

    b. Subcontracts. Consultant and any subcontractors to Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

    c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR §5.12.

4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.

    a. Clean Air Act

        (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.

        (ii) Consultant agrees to report each violation to CLIENT and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

        (iii) Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

    b. Federal Water Pollution Control Act

        (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

        (ii) Consultant agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and appropriate Environmental Protection Agency Regional Office.

        (iii) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

5. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by Client. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Compliance with Byrd Anti-Lobbying Amendment

a. Consultant hereby certifies to the best of its knowledge that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the

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Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

7. Procurement of Recovered Materials

a. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

8. Access to Records

The following access to records requirements apply to this Agreement:

a. Consultant agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
c. Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Use of DHS Seal

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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12. Program Fraud and False or Fraudulent Statements or Related Acts

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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Exhibit E Solicitation

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS

E-08-20

DISASTER RECOVERY MANAGEMENT SERVICES

OPENING: March 23, 2020 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

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February 20, 2020

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-08-20

Disaster Recovery Management Services

The City is seeking proposals from qualified firms to provide disaster recovery management services to the City on a stand-by basis.

The City will receive sealed proposals until **2:00 p.m. (local), March 23, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

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

Introduction

The City requires disaster recovery management services to support the oversight and management of debris recovery contractors, emergency planning, training and public assistance consulting services as outlined below. As such, the Consultant should be capable of providing a range of related services as needed and ordered by the City. Other services may include, but are not limited to, facilitating communication with FEMA, FHWA, the State of Florida and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

A. Scope of Services

1. **Disaster Debris Monitoring Services -** The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

    a. Coordinating daily briefings, work progress, staffing, and other key items with the City.
    b. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
    c. Scheduling work for all team members and contractors on a daily basis.

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d. Hiring, scheduling, and managing field staff.
e. Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
f. Assisting the City with responding to public concerns and comments.
g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
h. Entering load tickets into a database application.
i. Digitization of source documentation (such as load tickets).
j. Developing daily operational reports to keep the City informed of work progress.
k. Development of maps, GIS applications, etc. as necessary.

2. **Emergency Management Planning and Training -** As directed by the City, the Consultant shall provide:

a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
c. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
d. Procurement assistance for debris removal contractors and other services as requested.
e. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
f. Technical support and assistance in developing public information.
g. Other training and assistance as requested by the City.
h. Other reports and data as required by the City.
i. Other emergency management and consulting services identified and required by the City.

3. **Public Assistance Consulting Services** - As directed by the City, the consultant shall provide:

a. Identification of eligible emergency and permanent work (Category A-G);
b. Damage Assessment;
c. Assistance in attaining Immediate Needs Funding;
d. Prioritization of recovery workload;
e. Loss measurement and categorization;
f. Insurance evaluation, documentation adjusting and settlement services;
g. Project Worksheet generation and review;
h. FEMA, FHWA and NRCS reimbursement support;
i. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
k. Appeal services and negotiations;
l. Reconstruction and long-term infrastructure planning; and
m. Final review of all emergency and permanent work performed.

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B. Tasks/Deliverables

Specific tasks and/or deliverables are as outlined in the scope of services above.

C. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

Criteria	Point Range
1. Qualifications and Experience Firm & Staff qualifications and previous related work experience in the subject area. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein.	0-40
2. References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-5
3. Technical Approach Firm's technical approach to perform scope of services requested to include procedures, methodologies, resources, systems etc.	0-30
4. Cost Including the overall project-task budget and itemized cost breakdowns.	0-25
Total	**0-100**

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

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

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

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presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

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

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

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

D. Required Proposal Submittal

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

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

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

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

Letter of Transmittal:
Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Technical Proposal:

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

Elaborate responses beyond that sufficient to present a complete and effective response to the solicitations are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, and other extraneous presentation materials are neither necessary nor desired.

The following issues shall be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Qualifications of the Firm

a) Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will be considered regardless of the actual tenure with the proposing firm. The City will accept and consider proposals from all firms with professionals that meet the qualifications defined in the Technical Proposal section of the RFP. Resumes must be provided. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:

   i. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

   ii. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.

   iii. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS.

   iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

   v. Discussion of specific instances in the last ten (10) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the firm or its personnel assisted in resolving said disputes to the advantage of the client. Please indicate client name(s) and disaster to which this may have related. In addition, please discuss instances in the last ten (10) years whereby you were engaged for the scope of services herein, whereby a client may have been required to return federal or state funding.

   vi. Discussion of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein. Include litigation status/outcome.

b) Provide at least five (5) references for which the firm has performed services over the past 10 years, which are similar to the requirements in the Scope of Services. Three (3) of the references shall be from local government entities that include hurricane debris monitoring experience involving a minimum of 250,000 cubic yards of debris. Provide the reference

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contact name, address, e-mail address, telephone numbers and date of the contract.

Tab 2: Qualifications of Staff

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

i. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing hurricane debris monitoring for at least two (2) local governments involving a minimum of 250,000 cubic yards of debris for each client.

ii. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.

iii. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Tab 3: Technical Approach

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the City.

Tab 4: Cost Proposal

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the form for the labor positions listed. All non-labor projected costs will be billed to the City at cost, without markup. Supporting documentation must be submitted for such expenses.

COST PROPOSAL FORM/FEE SCHEDULE

Positions	Estimated Monthly Hours *(1)*	Hourly Rate
Project Manager	80	$_____
Operations Managers	160	$_____
GIS Analyst	16	$_____
Field Supervisors	670	$_____
Debris Site/Tower Monitors	390	$_____

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

Environmental Specialist	16	$_____
Project Inspectors (Citizen Drop-Off Site Monitors)	870	$_____
Field Coordinators (Crew Monitors)	1,740	$_____
Load Ticket Data Entry Clerks (QA/QC)	750	$_____
Billing/Invoice Analysts	40	$_____
Data Manager	16	$_____
Public Assistance Coordinator	80	$_____
FEMA/FHWA Specialist	320	$_____

NOTE:

(1) Estimated hours are NOT intended to represent the actual contract amount, but are an estimate of a typical work month and will be used for the sole purpose of evaluating proposals.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, shall result in receiving zero points for cost.

REGARDING PRICE: The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

2nd Lowest Proposer:

2nd lowest cost – lowest cost = X
X divided by lowest cost = Y
Y times the total number of cost points = Z
Total number of cost points – Z = points assigned to 2nd Lowest

Example:

Lowest cost = $1000 2nd lowest cost = $1250 Total available points = 15
1250 – 1000 = 250
250 / 1000 = .25
.25 x 15 = 3.75
15 – 3.75 = 11.25 points to 2nd lowest bidder

Tab 5: Attachments

Insert proof of being licensed to do business in the State of Florida. A printout from the Florida Department of State sunbiz website is acceptable--(http://search.sunbiz.org/Inquiry/CorporationSearch/ByName) and any other attachments pertinent to your response.

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

Tab 6: Initialed City Documents or Forms

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated, as well as any required addendum acknowledgement forms.

YOUR OVERALL SCORE DEPENDS ON
HOW THESE ITEMS ARE ADDRESSED.
IF LITTLE OR NO INFORMATION IS PROVIDED,
YOUR PROPOSAL SHALL NOT
BE FAVORABLY CONSIDERED.

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

Reviewed and Audited Financial Statements:

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

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

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

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

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

1) Bank letters/statements for the past 3 months
2) Balance sheet, profit and loss statement, cash flow report
3) IRS returns for the last 2 years
4) Letter from CPA showing profits and loss statements (certified)

E. Insurance Requirements

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

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

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

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

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

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

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

2. Liability Insurance.

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

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

Type of Insurance		**Limits of Liability**	
GENERAL LIABILITY:		Per Occurrence	/Aggregate
* Policy to be written on a claims occurrence basis			
		$1,000,000	$2,000,000
XX	comprehensive form bodily injury and property damage		
XX	premises - operations bodily injury and property damage		
XX	explosion & collapse hazard		
XX	underground hazard		
XX	products/completed bodily injury and property damage combined operations hazard		
XX	contractual insurance bodily injury and property damage combined		
XX	broad form property damage bodily injury and property damage combined		
XX	independent contractors personal injury		
XX	personal injury		
___	CG2010 ongoing operations (or its' equivalent)		
___	CG 2037 completed operations (or its' equivalent)		
___	sexual abuse/molestation		
	Minimum $1,000,000 Per Occurrence and Aggregate		

AUTOMOBILE LIABILITY:

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

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

XX	comprehensive form
XX	owned
XX	hired
XX	non-owned

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis comprehensive form Agent must show proof they have this coverage.

EXCESS / UMBRELLA LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
XX	excess/umbrella	bodily injury and property damage combined	$1,000,000/$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims made basis			
XX	professional liability		$1,000,000/$1,000,000

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

ENVIRONMENTAL / POLLUTION LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims made basis			
XX	environmental/pollution liability		$1,000,000/$1,000,000

CYBER LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis		
		$1,000,000/$1,000,000

__Network Security / Privacy Liability
__Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

__Technology Products E&O - $1,000,000 (only applicable for vendors supplying technology related services and or products)
__Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

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

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

(a) Certificates of Insurance evidencing the required coverage;

(b) Names and addresses of companies providing coverage;

(c) Effective and expiration dates of policies; and

(d) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

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

F. Hold Harmless and Indemnification

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

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

G. Right to Audit

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

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

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

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

H. Retention of Records and Right to Access

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

a. Keep and maintain public records required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

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

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

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

I. Communications

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

J. No Discrimination

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

K. Independent Contractor

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

L. Staff Assignment

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

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

M. Contract Terms

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

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

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

Exhibit E "Sample Contract" includes the City's proposed term for the Contract. Any questions or concerns about the terms and conditions of the contract Proposers may have shall be addressed during the questions period (see section V below). The City reserves the right, at its sole discretion, to consider proposals that object to the terms and conditions of the sample contract as non-responsible. City may award a second contract upon expiration of the initial contract for a period of up to five years at its sole discretion.

N. Waiver

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

O. Survivorship Rights

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

P. Manner of Performance

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

Proposer agrees that the services provided under the contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

Q. Acceptance Period

Proposals submitted in response to this Solicitation must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

R. Conditions and Provisions

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

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

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

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

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

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

S. Standard Provisions

1. Governing Law

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

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

2. Licenses

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

3. Conflict of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

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7. Permits

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

8. Familiarity with Laws

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

9. Withdrawal of Proposals

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

10. Composition of Project Team

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

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

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

i. Keep and maintain public records required by the City in order to perform the service;

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

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T. Questions and Communication

All questions regarding the Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

U. Addenda

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

V. Contractor Performance Report

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

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CITY OF POMPANO BEACH
DAILY ACTIVITY REPORT

DATE WORK PERFORMED: _____ **DISASTER EVENT:** _____

EMPLOYEE NAME: _____ **EMPLOYEE STATUS:** **FULL TIME** _____ **PART TIME** _____
VOLUNTEER Y or N

EMPLOYEE TITLE / DEPT: _____ **EXEMPT** _____ **NON-EXEMPT** _____

TIME	LOCATION	DESCRIPTION OF WORK PERFORMED	TIME		HOURS	
			START	STOP	REGULAR	OVERTIME

EQUIPMENT	ID NUMBER	MODEL / DESCRIPTION OF EQUIPMENT	HORSEPOWER	CAPACITY	HOURS		MILES	
					START	STOP	START	STOP

MATERIALS / STOCK NUMBER	INVENTORY / STOCK NUMBER	MATERIALS / SERVICE DESCRIPTION	UNITS USED	UNIT OF MEASURE	RATE OR PRICE	IF PURCHASED - P.O. # / VENDOR NAME

EMPLOYEE NAME: _____ EMPLOYEE SIGNATURE: _____ DATE: _____

SUPERVISOR NAME: _____ SUPERVISOR SIGNATURE: _____ DATE: _____

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Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

March 3, 2020

ADDENDUM #1, RFP E-08--20 DISASTER

RECOVERY MANAGEMENT SERVICES

To Whom It May Concern,

Please note **Section E. Insurance Requirements** have been revised. See Revised Bid Solicitation for new insurance requirements.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

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City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

March 17, 2020

ADDENDUM #2, RFP E-08-20 DISASTER

RECOVERY MANAGEMENT SERVICES

To Whom It May Concern,

Please note **Section C. <u>Selection/Evaluation Process</u>** has been revised. See "Final Revision" of Bid Solicitation.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

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City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

March 22, 2020

ADDENDUM #3, RFP E-08-20 DISASTER

RECOVERY MANAGEMENT SERVICES

To Whom It May Concern,

Addendum #3 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system has been extended to **2:00 p.m. (local), April 13, 2020.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Exhibit E Response

CITY OF POMPANO BEACH

DISASTER RECOVERY MANAGEMENT SERVICES

RFP E-08-20

Attn: Jeff English, Purchasing Agent
City of Pompano Beach, Purchasing Division 1190
N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060

Date: April 13, 2020

Submitted By:
Greg Fenton
Witt O'Brien's LLC
2200 Eller Drive
Fort Lauderdale, FL 33316
Phone: 281-320-9796

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

TABLE OF CONTENTS

LETTER OF TRANSMITTAL 1
TAB 1: QUALIFICATIONS OF THE FIRM 2
1.A DESCRIPTION AND HISTORY OF THE FIRM 2
1.B REFERENCES 8
TAB 2: QUALIFICATIONS OF THE STAFF 11
TAB 3: TECHNICAL APPROACH 17
3.1 STARTUP PROCEDURES/REQUIREMENTS 18
3.2 DEBRIS ESTIMATE METHODOLOGY 20
3.3 ANALYSIS OF DEBRIS RECOVERY OPERATIONS AND MANAGEMENT OF THE DRCS 21
3.4 BILLING/INVOICES REPORTING PROCEDURES TO FEMA AND THE CITY OF POMPANO BEACH 21
3.5 DISASTER DEBRIS MONITORING SERVICES 22
3.6 EMERGENCY MANAGEMENT PLANNING AND TRAINING 28
3.7 PUBLIC ASSISTANCE CONSULTING SERVICES 35
TAB 4: COST PROPOSAL FORM/FEE SCHEDULE 40
COST PROPOSAL NOTES 40
TAB 5: ATTACHMENTS 41
TAB 6: CITY DOCUMENTS 42
APPENDIX A – RESUMES 43

DocuSign Envelope ID: 654F18EC-D2FD-4BBE-92AF-3D01BDB2FC6A

WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

LETTER OF TRANSMITTAL

April 13, 2020

Mr. Jeff English
City of Pompano Beach, FL 1190
NE 3rd Avenue, Building C
Pompano Beach, FL 33060

RE: Disaster Recovery Management Services
RFP No. E-08-20

Dear Mr. English:

Witt O'Brien's is pleased to submit this proposal to continue to support the City of Pompano Beach, Florida (City) to provide disaster recovery management services. We have been providing disaster recovery management services to the City since 2011, most recently providing services similar to this RFP Scope of Services in response to Hurricane Irma, and presently consulting on Hurricane Dorian and the COVID-19 declaration. As the 2020 hurricane season approaches, we are ready to assist the City of Pompano Beach with disaster debris monitoring; emergency management planning and training; and Public Assistance consulting services as required.

Witt O'Brien's is the leading public safety and crisis management firm in the U.S., with strong roots in emergency management. We have decades of proven experience in emergency management planning and program development as well as disaster response and recovery. We understand all aspects and phases of emergency management and have been key partners in developing many of the principles, standards, and best practices that serve as a foundation for emergency management today.

In partnership with the City of Pompano Beach, we will continue to directly support improving the resiliency of the City and its navigation of the FEMA Public Assistance program with our highly respected, qualified emergency management professionals who will more than meet the City's stated needs. Witt O'Brien's will commit to perform the required services described in the RFP within a time period as mutually agreed upon with the City. Witt O'Brien's reserves its right to negotiate the terms and conditions of the final contract upon award.

Valarie Philipp, Associate Managing Director, is the primary contact for this proposal. You may contact her at 954-644-2202 (m) or at vphilipp@wittobriens.com; *CC*: contractrequests@wittobriens.com.

As Chief Operating Officer, I am authorized to bind the firm. You may contact me at 281-320-9796 (o) or at gfenton@wittobriens.com; *CC:* contractrequests@wittobriens.com.

We strongly believe you will be pleased with our qualifications, and we look forward to your favorable review and continuation of our services to the City of Pompano Beach.

Respectfully,
Witt O'Brien's, LLC

Greg Fenton
Chief Operating Officer

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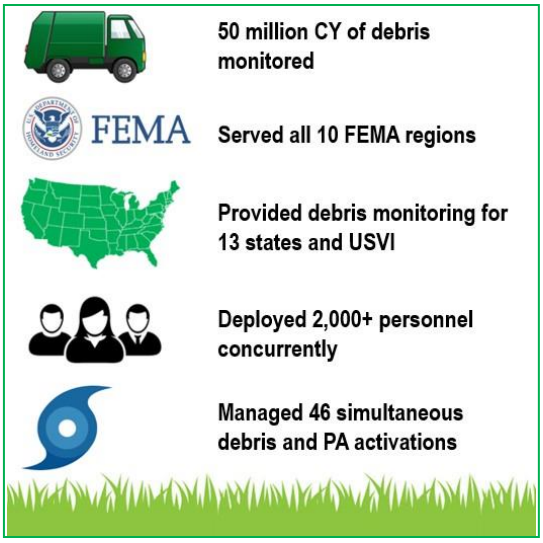
WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

TAB 1: QUALIFICATIONS OF THE FIRM

1.A DESCRIPTION AND HISTORY OF THE FIRM



Since 2001, Witt O'Brien's experts have assisted in the management and implementation of more than $42 billion in FEMA Public Assistance (PA) grant funding including debris operations services. We have responded to more than 20 different major disaster declarations in the United States over the last 15 years involving debris management services alone, overseeing many large and complex debris removal and disposal projects. Witt O'Brien's has prepared over 80,000 Project Worksheets and written over 1,000 mitigation grant applications worth over $3.5 billion. Additionally, our team has undertaken numerous, multi-jurisdictional comprehensive emergency management and debris management plans, training initiatives and full-scale exercises in our preparedness practice across the nation. Our firm currently holds contracts similar to that which the City desires, all of which involve cooperation and collaboration with FEMA, statewide emergency and environmental agencies and other local government entities. All of these activities in combination has helped us to better understand the full lifecycle of activities that our client experience helping them to better prepare, respond, and recover.

We have completed response and recovery work resulting from every type of major disaster in the US. allowing us to build subject matter expertise in all types of emergency and crisis management services, including but not limited to:

- Disaster and debris monitoring services
- FEMA PA consulting services
- Emergency management planning and training
- Emergency management support services
- Financial, payroll, and grant management
- Information technology and data management
- Hazard mitigation support
- Insurance and other grant funding support

All of what we do at Witt O'Brien's is aimed at one overarching goal, to help the communities we serve, and their residents, get the help they need, when they need it, and to recover and rebuild as quickly as possible, while ensuring our client's full compliance with all federal funding requirements. By applying our considerable expertise, helping clients develop their own internal capability, and by empowering local communities to more effectively engage in the recovery process through targeted assistance, we enable our clients to successfully navigate the many potential risks and pitfalls commonly associated with federal disaster recovery funding programs.

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1.A.I Recent Experience and Current Capacity

Witt O'Brien's has provided our clients with FEMA-compliant disaster debris monitoring services in all 10 FEMA regions and have successfully monitored the removal of over 50 million cubic yards (CY) of debris in 13 US States and the U.S. Virgin Islands (USVI).

As a result of our extensive experience in the field, we have developed a full understanding of the debris management process. Our team has written numerous, multi-jurisdictional emergency plans focusing on communication, coordination, and implementation of the legal requirements that must be followed. We not only have experience responding to disasters, but our Hazard Mitigation, Planning, and Resilience Divisions often help cities, states, and municipalities prepare for these emergencies before they happen. Witt O'Brien's expertise in debris monitoring and management, therefore, is informed by our knowledge of the best practices for debris management planning as well as response.

Since 2004, we have completed 118 debris monitoring projects, totaling more than $375 million in hauling costs. We have provided details below for just a few of our recent debris monitoring efforts.

Recent Witt O'Brien's Debris Monitoring Projects

Project Title & Dates of Performance	Client(s)	Project Description
Debris Monitoring – Hurricane Barry (2019)	Lafourche Parish, LA	Witt O'Brien's monitored the removal of: • 8,415 CY of vegetative debris, resulting in $78,755 in hauling costs
Debris Monitoring – Hurricane Florence (Sept 2018 – Feb 2019)	City of Wilmington, NC and New Hanover County, NC	Witt O'Brien's monitored the removal of: • Just over 2.1 million cubic yards (CY) of vegetative debris • 94,000 CY of C&D debris • 390.000 CY of mulch haul out
Debris Management – Hurricane Michael (Oct 2018 – June 2019)	Washington County, FL	Witt O'Brien's monitored the removal of: • 1.4 million CY of vegetative debris, hazardous trees, limbs, stumps, and C&D debris.
Debris Monitoring – Hurricane Irma (Sep 2017 – Mar 2018)	More than 30 cities, towns, & counties in FL and GA	Witt O'Brien's was engaged in debris monitoring and management of multiple client operations in Florida and Georgia after Hurricane Irma. We monitored the removal of: • 4.3 million CY of ROW vegetative debris • 208,000 CY of C&D debris • 702,000 CY of mulch
Debris Monitoring – Hurricane Harvey (Aug 2017 – Jan 2018)	3 cities, 1 village, 1 county & 1 municipal utility district in TX	Witt O'Brien's monitored the removal of: • More than 543,000 CY of vegetative C&D debris and nearly 4,700 CY of household hazardous waste

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1.A.II KNOWLEDGE AND EXPERIENCE COORDINATING WITH FEDERAL, STATE, AND LOCAL EMERGENCY AGENCIES

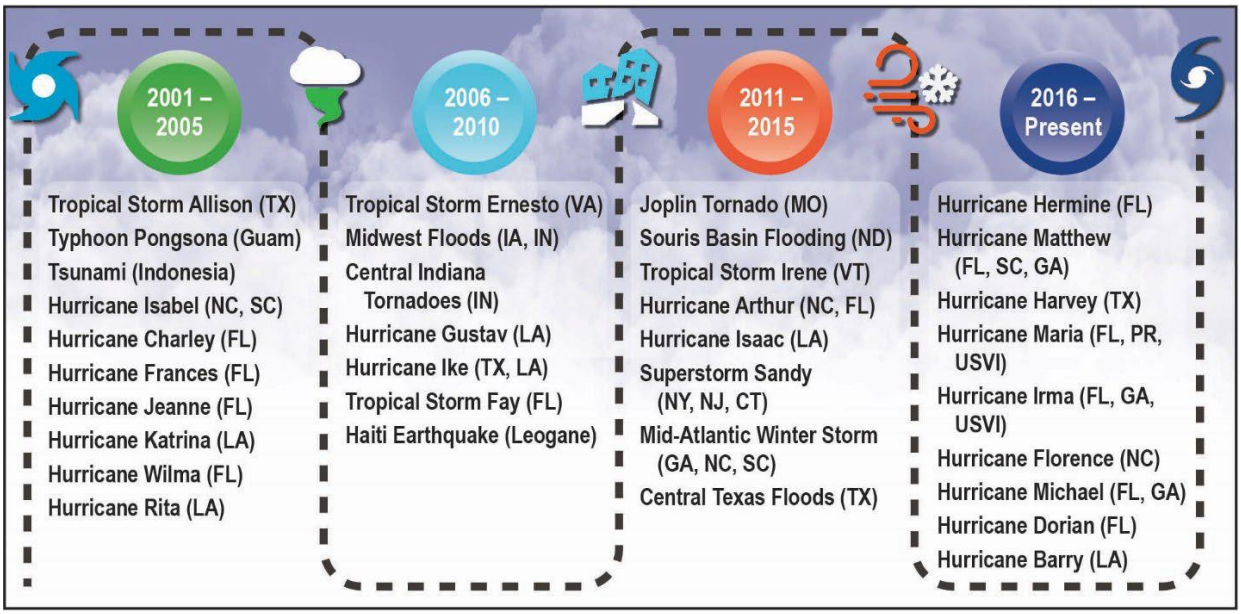
Witt O'Brien's has worked in all 10 FEMA regions and utilizes the knowledge and nuances of policy and eligibility determinations in each region to the benefit of its clients. We specialize in all phases of the disaster lifecycle:

- Prepare: Planning, training, exercises, after-action evaluations
- Respond: Support EOC operations, manage live incidents (including debris removal)
- Recover: Develop integrated recovery strategies, negotiate and administer FEMA- and HUD-funded recovery programs (including PA, CDBG-DR, provide support for other Federally-funded recovery programs (e.g., Departments of Transportation, Energy, Commerce, etc.)
- Mitigate: Hazard identification and risk assessments, program design and assessment, hazard mitigation plan development and updates, benefit-cost analysis, grants management

Throughout the recovery process, we make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats. Historically, we have provided guidance on disaster recovery grant consulting services to state, county and local governments. These services include:

- Currently helping USVI design and administer its complex recovery program, including FEMA PA and IA and HUD CDBG-DR
- Advised all four of the states that launched major state-wide recovery programs pre-2017 catastrophic disasters (Louisiana post-Katrina, New Jersey post-Sandy, and Iowa and Vermont after devastating floods)
- Helped territorial, state, and local governments to recover from every major recent storm: Dorian, Maria, Irma, Harvey, Matthew, Florence, Sandy, Katrina, Rita, Gustav, Ike, and more
- Helped obtain, administer, and close out over $50 billion in Federal disaster recovery grants

Our unmatched experience supporting large-scale recovery efforts also includes these significant disaster recovery efforts:



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1.A.III Experience representing local governments with various state and federal funding sources

While undertaking disaster response and recovery processes, it is important to understand the range of funding sources available to the City, both internally through elements such as insurance and donated resources as well as externally through various federal funding resources. We will determine whether the FEMA PA program or another program that is complementary to the FEMA PA program offers grant funding that is appropriate for certain elements of the response and recovery process. These programs may include the following:

- **Federal Highway Administration (FHWA) Emergency Relief (ER)** program funding can be used for specific eligible activities on or related to Federal Aid System classified roadways for aspects of their Emergency Restoration and Permanent Restoration programs.
- **HUD Community Development Block Grant (CDBG) Disaster Recovery (DR)** funding is a good source of funds used to address unmet needs in the three core aspects of recovery – housing, infrastructure, and the economy.
- **Natural Resources Conservation Service (NRCS) Emergency Watershed (EWP)** program funding can be used to relieve imminent watershed hazards to life and property caused by flood and other occurrences such as debris removal, bank erosion repair and repairs to damaged drainage structures.

Our extensive experience in disaster response and recovery has allowed us to cultivate a core team of disaster management specialists with a superior working knowledge of eligibility guidelines for all Federal entities that offer grant sources listed above as well as others, including Department of Health and Human Services (HHS), Department of Transportation (DOT), U.S. Department of Commerce Economic Development Agency (EDA), Federal Transportation Administration (FTA), Federal Aviation Administration (FAA), Department of Education RESTART grants, and the U.S. Department of Agriculture (USDA) funding programs. Our team helps ensure the highest level of reimbursements and eligibility through inter-agency coordination and demonstrated practices for layered federal funding approaches.

For example, over the past two years, we have been providing FEMA Public Assistance support directly the Government of the U.S. Virgin Islands, resulting in them obtaining more than $500 million across FEMA PA, FHWA-ER, and CDBG-DR funding.

1.A.IV Experience with special disaster recovery program management services

When destruction is widespread and FEMA renders permission, Witt O'Brien's has the capability and experience to handle tasks such as Right of Way (ROW), Right of Entry (ROE), and private property debris removal (PPDR). We have extensive experience in implementing, managing, and monitoring ROE programs, and can assist in identifying private properties which may be eligible for debris removal; work with FEMA to ensure that local ordinances and proper procedures are followed; and secure ROE agreements from residents. If demolition of private or public structures is needed, Witt O'Brien's can also provide guidance for the proper implementation, documentation, and monitoring for this program.

Certain types of hazardous debris (such as removal of hazardous trees and limbs, hazardous material removal, vessel and vehicle recovery, and asbestos abatement) require special pre-removal validation and documentation in order to be eligible for removal cost reimbursement from FEMA or FHWA. Witt O'Brien's has experience with all debris types and will provide expert consulting services regarding unique debris challenges, including:

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- **Special types of debris** such as hazard removal; white goods and electronics; waterborne debris in canals, lakes, drainage systems, marinas, etc.; abandoned and derelict vessels and vehicles; hazardous materials and waste; animal carcasses and putrescent debris; sediments, sand, mud, and seaweed; and debris resulting from oil, chemical, or ash spills.
- **Debris programs** such as waterways/wetlands clean-up and reimbursement; recycling programs for disaster debris; demolition programs for homes, buildings, mobile homes, boats, etc.; beach restoration; and asbestos abatement, removal, and disposal.

Moreover, our electronic debris management system (***DebrisPro***™) is designed to automate and streamline the tracking and documentation of all debris removal work and costs, including for these operational and programmatic elements: (1) Federal Aid roadway debris collection for FHWA reimbursement; (2) PPDR; (3) ROW debris removal; (4) Canal and waterway debris removal; (5) Removal of hazardous stumps, leaning trees, hanging limbs, white goods, and hazardous household waste.

Our Project Principal, Charles Bryant, is an authority on PPDR. He wrote FEMA's current regulations guiding the removal of debris from private properties.

Below are additional examples of projects we have completed that required expertise with special and/or hazardous debris.

Additional Projects Requiring Experience with Special or Hazardous Debris

Client & Project Name	Project Description
Hurricanes Irma and Maria Debris Monitoring – **U.S. Virgin Islands (USVI)**	Witt O'Brien's monitored comprehensive clean-up of storm-damaged electrical debris across the entire Territory, including St. John, St. Thomas, Water Island, and St. Croix. We ensured that transformers were safely transported off-island and monitored and documented collection, stripping of hardware, and reduction. 1. 2 million linear feet (LF) of conductor wire 2. 150,000 LF of wooden power poles 3. 972 pole-mounted & 24 pad-mounted transformers 4. 3,000 streetlights and brackets 5. 5,000 guywire & 734 cross-arm and hardware 6. 11 reclosers After completion of the work above, we also mobilized 40 trained personnel to scout the Islands on foot (partially due to the Islands' unique topography) and to conduct a survey documenting hazardous trees, limbs, and stumps. **Across the Islands we documented over 11,000 hazardous trees, limbs, and stumps.** This work was completed in under two weeks.
Hurricane Matthew Debris Monitoring – **Savannah, GA**	Witt O'Brien's monitored the removal of nearly **450,000 cubic yards of hazardous debris including 50,000 cubic yards of waterway debris**. Our staff also recorded, via photos and GPS coordinates, the removal of 1,232 hazardous trees, 26,230 hazardous limbs, and 338 stumps and provided the City with expert data management and documentation services to support their FEMA cost reimbursement claims.
Ice Storm Debris Monitoring – **Little Rock, AR**	Witt O'Brien's removed over **87,000 leaning trees and hanging branches** for various clients in Arkansas after ice storms in 2009.
Hurricane Isaac Debris Monitoring – **State of Louisiana**	Over the course of various projects, we managed ROW, ROE, and waterway debris removal in addition to monitoring the removal of **20,000 cubic yards of private property debris**.

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Client & Project Name	Project Description
Superstorm Sandy Debris Monitoring – **State of New Jersey**	Debris removal in several cities involved electronic waste, material recycling, roll-off container monitoring, sand removal, beach restoration, clearing of drainage systems and basins, and **waterway debris removal** from Barnegat Bay, which including sophisticated tasks to establish eligibility for large volumes of debris.
Winter Storm Debris Monitoring – **Commonwealth of Massachusetts**	In a multi-site (20 counties/towns) response effort in rural Western Massachusetts, Witt O'Brien's managed and monitored the removal of a total of 1.7 million cubic yards of debris, handled nearly 42,000 load tickets, and **oversaw the removal of 97,000 hangers and 4,000 leaners**.
Severe Flood Debris Removal – **Livingston Parish, LA**	Witt O'Brien's monitored debris removal for 810,000 CY of C&D debris; 20,000 CY of white goods; 338,000 lb. of putrescible waste; 26,000 lb. of e-waste; **34,420 lb. of hazardous waste** resulting from water-damaged homes after flooding in Southeastern Louisiana. In addition, we performed a ROE project under a 180-day extension to assist Parish residents in returning home.

1.A.V Discussion of specific instances in the last ten (10) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the firm or its personnel assisted in resolving said disputes to the advantage of the client.

Since the company's inception, we have continually advocated for our clients at every stage of the grant funding process, including when that funding was challenged or at risk or did not encompass the maximum scope and funding allowable under the grant program. In many cases, we are able to argue the finer points of the FEMA program and other grant program policies to avoid prolonged disputes and potential formal appeals. In more complicated cases, we have supported our clients by assisting with preparing complete and thorough appeal packages and have walked them through the process every step of the way.

We have successfully advocated for many clients where challenges to their funding were ultimately dropped, funding returned and/or funding increased through our efforts including but not limited to:

- U.S. Virgin Islands – Hurricanes Irma (DR-4335) and Maria (DR-4340)
- School Board of Broward County, FL – Hurricanes Katrina (DR-1602), Wilma (DR-1609), and Matthew (DR-4283)
- City of Coral Springs, FL – Hurricane Wilma (DR-1609)
- City of Cooper City, FL – Hurricane Wilma (DR-1609)
- Town of Davie, FL – Hurricane Matthew (DR-4283)
- City of Orlando, FL – Hurricanes Charley (DR-1539), Frances (DR-1545), Jeanne (DR-1561), and Irma (DR-4337)
- City of Galveston, TX – Hurricane Ike (DR-1791)
- University of Texas Medical Branch, TX – Hurricane Ike (DR-1791)
- State of New Jersey – Hurricane Sandy (DR-4086)
- State of Louisiana – Hurricanes Katrina (DR-1603), Rita (DR-1607), Gustav (DR-1786), and Ike (DR-1792)

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In the past ten (10) years, and to the best of our knowledge, while performing work similar to the scope of this Request for Proposals, Witt O'Brien's has not had clients grant funding for said services de-obligated and required to be returned to FEMA and/or any other funding agency for items that were eligible under the programmatic guidelines and not the responsibility of other funding agencies or outside sources such as insurance recovery.

1.A.VI Litigation Summary within The Past Five Years

Witt O'Brien's is not currently a party to, and has not been a party to in the last five (5) years, any claim, controversy, legal dispute, litigation, bankruptcy, planned office closures, impending merger or other related legal matter where the basis of the claim involves the same or similar services as those referenced in this Request for Proposal.

1.B REFERENCES

1.B.1 Debris Monitoring

Disaster Debris Monitoring Services, Washington County, FL	
Client Name and Address:	Washington County, FL 2300 Pioneer Road Chipley, FL 32428
Client Point of Contact:	Jeff Massey, County Administrator jmassey@washingtonfl.com | Phone: 850-638-5200
Start/End Dates	October 2018 – May 2019
Description of Services: After Hurricane Michael, Witt O'Brien's monitored the removal of 1,478,553 CY of vegetative debris; 24,720 CY of C&D debris; 453835 CY of mulch; 35,987 hazardous limbs; 10,274 hazardous trees; and 109 hazardous stumps in Washington County, FL.	

Disaster Debris Monitoring Services, New Hanover County, NC	
Client Name and Address:	New Hanover County, NC 3002 U.S. Highway 421 North Wilmington, NC 28401
Client Point of Contact:	Kim Roane, Business Officer, NHC Environmental Management kroane@nhcgov.com | Phone: 910-798-4402
Start/End Dates	September 2018 – January 2019 October 2016 – December 2016 February 2014 – March 2014
Description of Services: Monitored the removal of 1,246,902 CY of vegetative debris, 77,057 CY of C&D debris, and 279,664 CY of mulch following Hurricane Florence in 2018. Since the inception of contract, Witt O'Brien's has also provided debris monitoring services in 2014 for the Ice Storm and in 2016 in response to Hurricane Matthew.	

Disaster Debris Monitoring Services, Wilmington, NC

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Client Name and Address:	City of Wilmington, NC 209 Coleman Drive Wilmington, NC 28412
Client Point of Contact:	Dave Mayes, Director, Public Services Department, City of Wilmington dave.mayes@wilmingtonnc.gov | Phone: 910-341-5880
Start/End Dates	September 2018 – February 2019
Description of Services: Managed the removal of 896,462 CY of vegetative and C&D debris and 9,859 hazardous trees following Hurricane Florence.	

1.B.2 Emergency Management Planning and Training

Multiple Projects Including Assessment, Planning, Training, and Exercising, California State University System, CA	
Client	California State University System 401 Golden Shore Fl 6 Long Beach, CA 90802
Point of Contact	Zachary Gifford, Director, System-Side Risk Management zgifford@calstate.edu | Phone: 562-951-4568
Start/End Dates	2001 – current

Description of Services: Witt O'Brien's began working with the California State University System (CSU) 18 years ago, and we continue to maintain a strong ongoing client relationship with the CSU chancellor's office and system office in Long Beach, as well as with the 23 campuses that comprise the system. The largest four-year public university system in the US, the CSU System is home to more than 480,000 students.

Our company's long-standing relationship with the CSU System, as well as the variety of projects Witt O'Brien's has completed for CSU, represents an unparalleled partnership in higher education emergency management.

Our team often works with CSU on issues relating to functional alignment and coordination. For example, we conduct trainings for the campus presidents and CSU Senior Policy Group members. As part of these, we discuss the roles of key departments and functions, and how they coordinate and communicate during an emergency. We discuss the roles, alignment, and coordination of the Emergency Manager, Police Chief, senior vice presidents, and the Senior Policy Group.

We have also conducted assessments of all 23 campus Emergency Operation Plans (EOPs). In our assessments, we reviewed, advised, and validated roles and responsibilities for emergency management activations and functions. Similarly, we support CSU's business continuity affinity groups. In this role, we discuss how emergency management, business continuity, legal, public safety, EH&S, and other functions align and coordinate during preparedness and response.

Over the many years of our relationship with the CSU System, Witt O'Brien's has also provided numerous training and exercise services; conducted site visits and reviews of each campus's emergency management program to provide the chancellor's office full assay of the CSU System's capabilities in an emergency; reviewed EOPs for each campus for compliance with federal guidance from the US Department of Education and DHS/FEMA; developed a Continuity of Operations (COOP) Plan and EOP for the Chancellor's Office; and much more.

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1.B.3 Public Assistance Consulting

FEMA Public Assistance and Grant Consulting Services, School Board of Broward County, FL	
Client	**School Board of Broward County (SBBC)** 600 SE Third Avenue North Lauderdale, FL 33301
Point of Contact	Victoria Stanford, Manager, Emergency Management vstanford@browardschools.com | Phone: 754-321-1900
Start/End Dates	2008 – current
Description of Services: Witt O'Brien's was hired by the School Board of Broward County (SBBC) in 2008 to prepare a comprehensive, district-wide Disaster Debris Management Plan and to provide technical assistance, program implementation, and strategic advice for its past FEMA PA grants. Since we began working with SBBC, we have prepared initial PWs and versions; gathered, reviewed, and compiled relevant documentation to support final inspection and closeout; and overseen financial reconciliation and reimbursement for disasters from 2004 to present, including Hurricanes Frances, Jeanne, Katrina, Wilma, Matthew, Irma, and Dorian, and Tropical Storms Rita and Fay. These projects amount to the management of over $65 million in PA grants, representing approximately 579 projects across FEMA Categories A, B, E, and G. Our efforts resulted recovery of more than $3.2 million in additional funds from the insurance carriers, with approximately $4 million in additional funding through successful appeal determinations. Witt O'Brien's assisted SBBC with obtaining an additional $22.2M in funding through insurance recovery, successful appeal outcomes, and additional costs expended within the eligible scopes of work.	

Debris Monitoring and Grant Consulting, Southwest Ranches, FL	
Client	Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, Florida 33330
Point of Contact	Marty Sherwood, CPA, CGMA, CGFO, Town Financial Administrator msherwood@southwestranches.org | Phone: 954-434-0008 ext.7473
Start/End Dates	2010 – current
Description of Services: Witt O'Brien's has been under contract with the Town of Southwest Ranches for more nearly 10 years. During the term of this contract we have engaged in annual preparedness meetings in advance of each storm season with both Town and additional outside response vendors. We most recently were activated for both Disaster Debris Monitoring as well as FEMA Grants Management assistance for Hurricane Irma which occurred in September 2017. We monitored the removal of approximately 200,000 CY of vegetative and construction and demolition debris as well as over 700 hanger, leaners, and stumps. We also worked with the Town to gather documentation to support its FEMA claims for debris operations, emergency measures and repairs to the Town's infrastructure contained in eight FEMA Project Worksheets in Categories A, B, C, E and G documenting over $4.3 million in costs. We worked with FEMA in the New Model to upload documents and populate all information in the Grants Portal online.	

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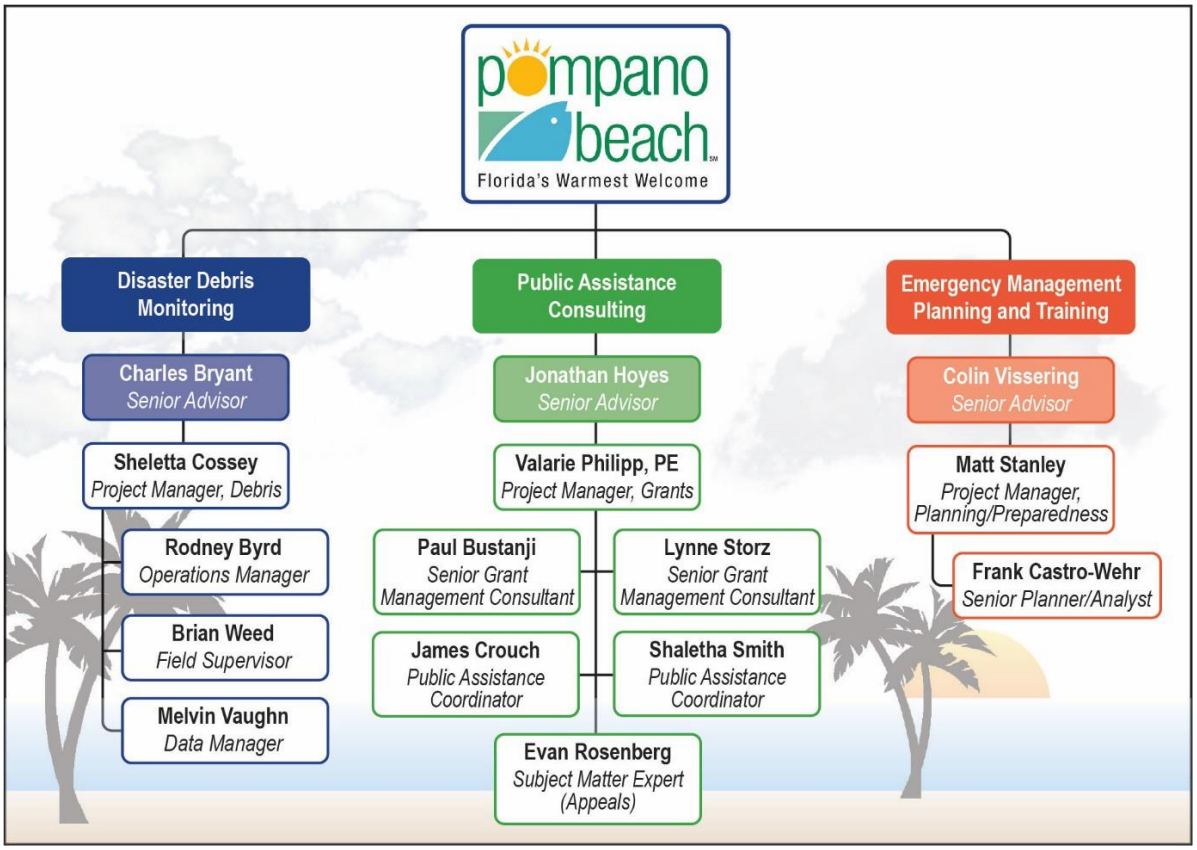
TAB 2: QUALIFICATIONS OF THE STAFF

Witt O'Brien's has highly respected, qualified emergency management professionals, such as those listed within this response, who will meet the City's stated needs. Our staff has been integral in supporting response operations, strategic planning, program/project development, and financial and grants management of federal and state disaster recovery programs related to declared and non-declared events by:

- Directing the development and submission of FEMA and other federal agency grant claims
- Assisting in identification, and pursuit of unclaimed FEMA funds, project cost over-runs, and insurance benefits
- Assisting with compliance review for procurement of goods and services
- Overseeing permanent restoration projects for compliance with scope of work
- Supporting claims by gathering and submitting supporting documentation and cost summaries in the FEMA Grants Portal
- Managing the development and submittal of reimbursement requests
- Gathering, reviewing and compiling relevant documentation for final inspection and closeout of PWs
- Other post-hurricane services to maximize cost recovery from FEMA

As shown in the Organization Chart below, Witt O'Brien's is pleased to present this proposed team of experts to provide management of debris recovery contractors, emergency planning, training, and public assistance consulting services. We have additionally provided an overview of each of our proposed key staff here and included their resumes in *Appendix A* of our proposal.



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Our proposed leadership team for this project includes:

Project Principals/Advisors

Charles Bryant, Senior Advisor – Disaster Debris Monitoring
Colin Vissering, Senior Advisor – Emergency Management Planning and Training
Jonathan Hoyes, Senior Advisor – Public Assistance Consulting

Our proposed qualified and experienced team for this project scope elements includes:

Disaster Debris Monitoring Team

SHELETTA COSSEY – PROJECT MANAGER, DISASTER DEBRIS MONITORING

Sheletta Cossey is a debris specialist with several years of experience in debris monitoring and management. She is also knowledgeable in project management, data management, and project administration, including start-up and close-out. She currently serves as the project manager for 23 active debris monitoring contracts within the state of Florida and is well-versed in Florida reimbursement requirements. Sheletta is especially skilled at the management of data and documentation and frequently oversees Witt O'Brien's electronic ticketing process. This involves determining cubic yard estimations and managing upwards of 3,000 tickets and 20,000 cubic yards daily. She has served as an operations and/or data manager on several large-scale, simultaneous projects, such as Hurricanes Florence and Irma, and oversaw the financial reconciliation for hauling data from nearly 8 million CY of storm-related debris. In addition to her experience with debris monitoring, Sheletta is thoroughly trained in FEMA PA regulations and the FEMA grant portal.

RODNEY BYRD – OPERATIONS MANAGER

Rodney Byrd has more than 3 years of experience in emergency response for debris monitoring and removal as well as an advanced working knowledge of eligibility guidelines for FEMA debris regulations and funding programs. He has been a part of management teams overseeing the successful removal of millions of cubic yards of storm-related debris, most recently for Hurricanes Florence, Irma, Maria, and Harvey. As an effective team leader, he inspires the trust and respect of all personnel involved with the project. Rodney also has experience coordinating with state and federal agencies to ensure all requirements are met for reimbursement. He is currently the PM or Regional PM for 10 Texas-based debris monitoring and/or management contracts with Witt O'Brien's.

BRIAN WEED – FIELD SUPERVISOR

Brian Weed has 4+ years of disaster recovery experience and is responsible for debris monitoring and removal projects following major disasters. Brian has served as a debris monitor, debris supervisor, and operation manager for debris removal projects following Hurricanes Matthew, Irma, Maria, and Florence. He served as Debris Supervisor for the State of South Carolina during Hurricane Matthew and an Operations Manager for the State of Florida during Hurricane Irma debris monitoring projects. To-date, he has overseen millions of cubic yards of various types of debris.

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MELVIN VAUGHN – DATA MANAGER

Melvin Vaughn has had over a decade of vast experience including project tracking and data management for disaster debris management projects using Automated Debris Management Systems. He provides oversight and quality assurance of field data collected as well as supporting project documentation. As a Data Manager, Melvin reconciles recorded data with contractor invoices, develops Reconciliation Reports and Payment Recommendations for the client. He is also responsible for exporting data to create client reports, coordinate and track reconciled tickets against unreconciled tickets and report the findings, tracking voided tickets, and maintaining all project related documentation.

Planning Team

MATT STANLEY – PROJECT MANAGER – PLANNING/PREPAREDNESS

Matt Stanley is a seasoned emergency manager with nearly 25 years of professional experience in disaster preparedness and response. In emergency preparedness, Matt is an experienced public safety training instructor and has developed and delivered training programs for local and state police, firefighters, emergency managers, correction officers, code officials, and other public safety officials. He also led public information and public education programs focused on reputation management and community engagement and worked with FEMA's Emergency Management Institute to develop and update courses for the current Public Information Officer (PIO) training curriculum. Matt is a subject matter expert in risk and capability analysis and leads program assessments and plan development with a focus on community resilience. Matt has both extensive operational and administrative emergency management and on the-ground emergency response experience. Through his career as an emergency manager, firefighter, and PIO, Matt has responded to numerous incidents including residential and industrial fires, wildfires, hazardous materials incidents and industrial accidents, technical rescues, tornadoes, floods, and explosive ordinance incidents.

Education: Communication Arts, Georgia Southern University

Years of Experience: 24

Year Joined Witt O'Brien's: 2010

FRANK CASTRO-WEHR – SENIOR PLANNER/ANALYST

As a Director of Readiness and Resilience Programs for Witt O'Brien's, Frank Castro-Wehr provides technical expertise, project management, and consultation services to government, private and non-profit sector clients on continuity and other emergency management disciplines. He has more than 30 years of experience with emergency management projects, and is a certified business continuity professional. Frank is also HSEEP certified to develop and facilitate exercises.

Education: Graduate Theological Union, Berkley, California; MA, Philosophy and Theology University of Arkansas; BS, Chemical Engineering

Years of Experience: 31

Year Joined Witt O'Brien's: 2007

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Recovery Team

VALARIE PHILIPP, PE, PROJECT MANAGER, GRANTS

Valarie Philipp is a Florida-based Associate Managing Director for Witt O'Brien's and a registered Professional Engineer (in the states of Georgia and Florida) with more than 20 years of experience in emergency management. She has assisted state, county, and municipal governments, as well as healthcare providers, educational institutions, and non-governmental organizations, with disaster preparedness, response, and recovery. Valarie is a subject matter expert in FEMA debris and PA grants program management. She oversees appeals resolution, procurement compliance, and FEMA disaster closeouts. Valarie currently manages our efforts with the City of Pompano Beach, as well as Broward County Schools, and the City of Orlando. She has been responsible for the management and oversight of 10 disaster debris monitoring projects and 15 FEMA grants management projects in Florida resulting from Hurricane Irma in September 2017. Valarie regularly assists governmental clients with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing FEMA program training initiatives. Prior to joining Witt O'Brien's, Valarie served as a FEMA Technical Assistance Contractor (TAC) where she performed building damage assessments, prepared cost estimates, wrote PWs, managed building assessment teams, and served as the Deputy PAC for debris operations for Hurricane Katrina in South Florida.

Education: Master of Science in Structures, University of Florida; Bachelor of Science in Civil Engineering, University of Florida

Years of Experience: 21

Year Joined Witt O'Brien's: 2006

PAUL BUSTANJI, SENIOR GRANT MANAGEMENT CONSULTANT

Paul Bustanji is a disaster recovery grants specialist with more than 15 years of direct experience in disaster recovery. He has deployed directly to disaster areas to support FEMA PA recovery efforts, including Hurricanes Michael and Irma in Florida and Superstorm Sandy in New Jersey. Under these projects he focuses on damage assessments and the collection, analysis, and documentation of disaster-related expenditures and force account costs. Prior to joining Witt O'Brien's, Paul served as the principal communications engineer for URS Corporation, an engineering, design, and construction firm. During that time, he served as a senior electrical engineer for FEMA disaster recovery efforts in Texas and Louisiana, and deployed for Hurricanes Dolly, Ike, Katrina, and Rita. As a member of PA specialist teams, he provided damage assessment and grant development for city, local, and state governments and institutions. Paul has an additional 15+ years of experience in communications systems design and product management.

Education: Western Michigan University, B.S., Electrical Engineering

Years of Experience: 32

Year Joined Witt O'Brien's: 2014

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LYNNE STORZ, SENIOR GRANT MANAGEMENT CONSULTANT

Lynne specializes in providing technical assistance for the FEMA PA reimbursement process. She has more than 15 years of experience in FEMA programs, disaster recovery operations, debris monitoring and management, and state-wide disaster planning. She has been working with North Carolina municipalities on PA reimbursement procedures after Hurricane Florence. She has also worked with multiple Florida communities as a PA coordinator and provided project formulation services for 24 projects, which resulted in $2.4 million in cost recovery. For 8 years, Lynne served as a Senior Consultant and Project Manager for Florida DOT, providing long-term disaster recovery, emergency management, and planning expertise in the areas of FEMA PA and FHWA Emergency Relief programs. Lynne was also State Agency Liaison for the State of New Jersey, providing planning services and training on FEMA debris regulations, conducting preliminary damage assessments, and assisting with project closeout. Prior to joining Witt O'Brien's, Lynne managed an 11-city recycling program in Oregon, where she implemented waste reduction and curbside, yard, multi-family and commercial recycling pick-up programs for 400,000 area residents.

Education: Master of Urban and Regional Planning, Portland State University, Portland, Oregon;

Bachelor of Science in Sociology, Portland State University

Years of Experience: 25

Year Joined Witt O'Brien's: 2004

JAMES CROUCH, PUBLIC ASSISTANCE COORDINATOR

James Crouch has more than 20 years of experience as a disaster recovery specialist, with particular emphasis on the environmental and historical aspects of disaster recovery. He has extensive experience with the Stafford Act and FEMA PA and Individual Assistance (IA) programs. He provides environmental and historic preservation technical assistance to FEMA staff, local, state and federal partners, and grantees and sub-grantees. His responsibilities include coordinating environmental and historic preservation reviews to accelerate planning and decision-making for disaster recovery projects, to improve federal assistance to states, local, and tribal governments, communities, families and individual citizens as they recover from presidentially declared disasters. James also serves as PA Officer, performing grants management functions such as preparing Category B Force Account labor claims.

Education: Master of Architecture, Tulane University, New Orleans, LA; Bachelor of Arts, English/Art History, Austin Peay State University, Clarksville, TN

Years of Experience: 21

Year Joined Witt O'Brien's: 2017

SHALETHA SMITH, PUBLIC ASSISTANCE COORDINATOR

Shaletha Smith is a FEMA PA disaster recovery specialist with nearly 15 years of experience, with specialization in the close-out process. In support of FEMA PA projects, Shaletha works with clients to validate and verify funding authorizations and expenditures. In support of Hurricane Irma disaster recovery, she currently assists clients in preparing damage documentation for uploading into the FEMA Grants Portal and working with clients to expeditiously resolve program-related needs. As a close-out

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specialist in both New Jersey and Louisiana, Shaletha worked with clients to certify that recovery work was completed, appeals were resolved, eligible costs were reimbursed, and all costs were properly documented. She conducts final reviews of all submitted documentation, prepares and recommends final grant versions before closeout, and advises applicants of grant management and audit requirements. Prior to joining Witt O'Brien's, Shaletha worked with the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) as a financial and closeout specialist, and with the Disaster Area Office of the US Small Business Association (SBA).

Education: Northwestern State University of Louisiana, B.S., Business Administration

Years of Experience: 14

Year Joined Witt O'Brien's: 2013

EVAN ROSENBERG – SUBJECT MATTER EXPERT (APPEALS)

Evan Rosenberg is a disaster recovery and legal expert with more than 10 years of experience assisting state and local clients with federal disaster recovery programs. Over the course of his career, he has overseen the administration of more than $5.5 billion in recovery funding. Evan has served on the US Virgin Islands Recovery team for Hurricanes Irma & Maria, providing expert assistance in FEMA PA and IA as well as HUD's CDBGDR. Prior to joining Witt O'Brien's, he was the Division lead for all recovery operations for the Florida Division of Emergency Management, including four new Presidentially declared events as well as for over 20 previously declared Presidential disasters. He also coordinated and led the response to state and DHS-Office of Inspector General audits of the Florida Recovery Program and served as subject matter expert on the Stafford Act, to include drafting declaration requests and PA deobligation appeals.

Education: Florida State University, Juris Doctor, Law. Florida State University, M.S., Urban and Regional Planning. University of Maryland, College Park, B.S., Aerospace Engineering, Mathematics

Years of Experience: 26

Year Joined Witt O'Brien's: 2018

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TAB 3: TECHNICAL APPROACH

Unlike other firms that might have a single division working in emergency and crisis management, Witt O'Brien's is fully dedicated to developing innovative solutions to help governments, communities, and businesses to ***Control the Outcome***® of emergencies and crises. We are staffed by top experts in preparedness, crisis management, and disaster response and recovery operations. While we are small and nimble enough to respond quickly to our clients' needs, we also possess the depth of resources, experience, and expertise necessary to produce high-quality, reliable work. In addition to our record of success in debris monitoring, federal grant management, long-term recovery, and hazard mitigation, we constantly receive praise from our clients for our ability to mitigate risk under tight project schedules, follow federal and state regulations for contract management, and manage large numbers of personnel.

We have responded to dozens of major disasters dating back to 2001, providing communities with FEMA-compliant disaster debris monitoring and management services in all 10 FEMA regions and the USVI.

As a result of our extensive experience in the field, we have developed a full understanding of the debris management process. Our team has written numerous, multi-jurisdictional emergency plans focusing on communication, coordination, and implementation of the legal requirements that must be followed. We not only have experience responding to disasters, but also our Hazard Mitigation, Planning, and Resilience Divisions help cities, states, and municipalities prepare for these emergencies before they happen. **Witt O'Brien's expertise in debris monitoring and management, therefore, is informed by our knowledge of the best practices for debris management planning as well as response.**

In dozens of communities, Witt O'Brien's has overseen large-scale debris management operations that involve thousands of personnel and that require thorough, accurate documentation for cost recovery in full compliance with FEMA requirements and standards. Throughout the recovery process, we strive to make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats. Historically, we have provided guidance on disaster recovery grant consulting services to state, county, and local governments. These services have included:

- Advising all four of the states that launched major state-wide recovery programs prior to the 2017 catastrophic disasters (e.g., Louisiana post-Katrina; New Jersey post-Sandy; and Iowa and Vermont after devastating floods).
- Helping territorial, state, and local governments to recover from every major recent storm including Dorian (2019), Florence (2018), Maria (2017), Irma (2017), Harvey (2017), and more.
- Helping obtain, administer, and close out over **$50 billion in Federal disaster recovery grants**.
- Currently helping the USVI design and administer its complex recovery program, which comprises FEMA PA, Individual Assistance (IA), and Department of Housing and Urban Development (HUD) Community Block Development Grant – Disaster Recovery (CDBG-DR).

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3.1 STARTUP PROCEDURES/REQUIREMENTS

Witt O'Brien's Emergency Management and Response teams have been providing varying levels of pre-event and post-event debris management services to clients since 2001. Your Project Manager will coordinate with you annually to provide pre-event planning services. Also, when a disaster is imminent, your response team will be with you through every step of the process. An overview of all activities, and their associated timelines are provided below in Sections 3.1.1 and 3.1.2.

3.1.A Pre-Event Activities

Facilitate Planning, Training, and Administrative Support (year-round). Pre-event debris management planning services and activities are crucial in solidifying relationships with the City's staff who are involved in event-driven emergency response functions, including debris monitoring. It is also imperative to understand the City's expectations. Your Project Manager will provide year-round support by providing the following activities:

- Meet with the City's staff to review/revise debris management plan and ensure compliance
- Ensure the City's readiness by obtaining and reviewing critical documents (e.g., Witt O'Brien's and hauler contracts)
- Identify Temporary Debris Storage and Reduction Site (TDSRS) and ensure that proper documentation is in place
- Train your staff upon request
- Provide State / FEMA claims support and interpret project data during the reimbursement process

We coordinate with your staff year-round to ensure open and effective lines of communication. Additionally, we maintain and manage scalable Rapid Response Packages and a 24/7 emergency call center. Rapid Response Packages are pre-loaded and staged within close proximity of the client and include safety and communications equipment, generators, furniture, computers, printers, forms, and office supplies for an expedited deployment and self-sufficiency.

Following the execution of the contract, your Project Manager and Emergency Management and Response Team will be with you to assist as you prepare for and possibly respond to hurricanes and other disasters.

3.1.B Event Driven Activities

Well before a weather system is upgraded to a hurricane, your Emergency Management and Response Team will track the weather event and analyze the potential track of the storm.

Coordinate Project Start-Up (Upon receipt of Notice-to-Proceed). If it appears the City will be impacted by approaching storm, the Project Manager will initiate project start-up and mobilization of resources to respond to your debris monitoring needs. Activities will include collaborating with your hauling contractors, FEMA, and the State of Texas, and begin developing an Incident Action Plan.

Facilitate Quality Assurance Program. As a standard component of our project management, we will implement a quality assurance program to ensure contract compliance and maintain performance standards and goals.

Event Mobilization (Upon receipt of Notice-to-Proceed). Our Emergency Management and Response Team, along with a minimum of 50% of the required resources, are deployed in advance of a weather system making landfall. We will shelter in place near the City and will make every effort to

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meet with City staff within 24 hours post impact. Once engaged with the City, we will be 100%, fully operational with 48 hours.

Assess and Estimate Debris Quantities (8 – 48 hours Post Impact). The Witt O'Brien's Project Manager will coordinate with you and your debris removal contractor to tour the affected area, document damages, estimate debris quantities, estimate removal costs, and identify hazardous and dangerous debris for immediate removal.

Facilitate Health and Safety (Within 48 hours (continued as needed)). We will initiate a Health and Safety awareness and compliance program to ensure personnel are equipped with proper personal protection equipment and operating safely.

Measure and Certify Hauling Vehicles (Within 48 hours (continued as needed)). We will measure capacity, mark, certify, log, and photograph collection vehicles, and periodically audit measurements for assurance against placard tampering.

Hire and Train Monitors (Within 48 hours (continued as needed)). The Emergency Management and Response team will recruit, screen, hire, and train City area residents for monitoring duties.

Manage Data, Records and Reporting (Within 48 hours (continued as needed)). The Emergency Management and Response team will collect and manage data, conduct daily reporting, and manage records (e.g., collection, scanning, storage).

Establish TDSR Site(s) (48 – 72 hours). The Witt O'Brien's Project Manager will inspect locations, document conditions and develop a safety report, secure regulatory permits, and coordinate set-up with contractors. Additionally, the Emergency Management and Response Team will staff each TDSRS with an experienced debris monitor for assessing load volumes, inspecting debris, and ensuring debris types are kept separate (for proper quantification throughout all phases of the project).

Conduct Clearance Monitoring (Within 72 hours of initiation). The Emergency Management and Response Team will prioritize roads, facilities, and areas for initial debris clearance. The team will document labor and materials as well as force account expenses. Any debris monitoring activities related to the Federal Aid System roads will be tracked and costs will be maintained separately (for FHWA ER program).

Dispatch Load Site Monitors (48 – 72 hours). The Operation Manager and Field Supervisors will pair monitors with hauling crews and dispatch to debris collection locations.

Deploy Field Supervisors (48 – 72 hours). The Operations Manager will deploy experienced Field Supervisors to oversee monitoring activities and ensure quality services (at a Maximum ratio of 1:7).

Coordinate Special Debris Load Site Monitors (48 – 72 hours). The Operations Manager will deploy roving monitors to locate, document, and map special debris (i.e., hazardous, stumps, leaning trees, white goods, etc.), and report on ineligible debris and contractor-caused damages.

Reconcile Hauler Invoices (Within 72 hours of receiving invoices). The Data Manager will review and reconcile hauler invoices against our independently maintained database for accuracy and will provide written discrepancy reports and payment approvals to the City. This is accomplished using Witt O'Brien's proprietary ADMS, ***DebrisPro™***, which utilizes an internal reconciliation tool that will reconcile each of the DRC's invoices and back-up documentation against our database of debris quantities and project costs. We ensure that all costs presented on the invoices conform to the removal contract's scope of work, unit prices, performance parameters, and timelines.

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We inspect and audit invoice documentation to ensure that it reconciles with our own database for the specified period and work. Any discrepancies will be brought to the City's attention immediately in an Invoice Discrepancy Report. If there are no discrepancies in the invoice, a payment approval letter will be issued that outlines the outstanding fees, provides a target payment date, explains all adjustments and corrections, and includes a complete summary of our records to support the invoiced amounts.

On a regular schedule agreed by the City, Witt O'Brien's will reconcile all debris removal contractor invoices within a timely manner (producing a reconciliation report within 2 days of receiving the invoice). Once invoices are completely reconciled with our own database, we will issue a Letter of Recommendation for Payment outlining the invoice and comparing it to our own data to ensure that the City of Pompano Beach is only paying for documented work.

Coordinate Final Pass (Final weeks of debris collection operations). During the final weeks of debris collection, the Operations Manager will ensure complete debris removal by the DRC. At that time, we will publish last pass schedules and deploy monitors to confirm clearance of all roadways and/or document any remnants. From this data, your GIS Specialist will create a web-based map using ArcGIS depicting locations of the remaining debris, along with locations of ineligible debris. Once all eligible debris has been removed, you will receive written confirmation of debris removal completion.

Facilitate Mulch and Processed Debris Haul-out Monitoring. Whenever the DRC is using a TDSRS, the Witt O'Brien's team will monitor and document the haul out of processed debris from the site. We will confirm final disposition of debris and the associated records.

Close Out the TDSRS (Following Haul Out). Your Emergency Management and Response team will document and confirm removal of all debris, equipment, and materials from the TDSRS. We will document site restoration labor and expenses and confirm compliance with environmental regulations.

After Action Report (Within 30 days Completion). Following completion of the project, your Project Manager will prepare a report detailing project specifics, highlights, data, lessons learned, and recommendations for next event. The Project Manager will also deliver the City digital and hard copy of all project records.

Facilitate FWHA Emergency Relief Program Monitoring (Upon Request). If requested, Witt O'Brien's will monitor FWHA eligible debris removal.

Facilitate Monitoring for Special Debris Programs (Upon Request). Upon request, we will deploy specially trained and equipped monitors to document (with photos and GPS) the proper removal of special debris types (i.e., stumps, hanging limbs, leaning trees, hazardous waste, white goods, etc.).

Support Public Information Efforts (Upon Request). Upon request, our Team will provide pamphlets, example service announcements, and instruction etc. for your residents.

24/7 Debris Hotline (Upon Request). If requested, our Team will establish and manage a 24/7 hotline to answer your resident's questions and field complaints. The call center will also disseminate information about removal program requirements and timelines. (Hotline services require a SoW addendum / work order.)

3.2 DEBRIS ESTIMATE METHODOLOGY

We run debris forecast models to design an effective staffing and mobilization plan around the "worst case scenario." To develop the forecasts, Witt O'Brien's uses two methodologies simultaneously, as described below.

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To determine estimated debris quantities, Witt O'Brien's uses the **US Army Corps of Engineers (USACE) Debris Estimating Model.** The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo, and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density, and precipitation and is accurate within +/- 30% for Hurricane events.

HAZUS®MH

Witt O'Brien's also uses FEMA's **HAZUS®MH**, the nationally applicable software program that estimates potential building and infrastructure losses from hurricanes, riverine and coastal floods, and hurricane winds. **HAZUS®MH** loss estimates reflect state-of-the-art scientific and engineering knowledge and can be used to inform decision-making at all levels of government by providing a reasonable basis for developing mitigation, emergency preparedness, and response and recovery plans and policies. **HAZUS®MH** uses geographic information system software (ArcGIS) to map and display hazard data, the results of damage and economic loss analyses, and potential effects on area populations. **HAZUS®MH** analyses also can be run in real time to support response and recovery actions following a disaster event.

3.3 ANALYSIS OF DEBRIS RECOVERY OPERATIONS AND MANAGEMENT OF THE DRCS

On a regular schedule agreed by the City, Witt O'Brien's will reconcile all debris removal contractor invoices within a timely manner (producing a reconciliation report within 2 days of receiving the invoice). Once invoices are completely reconciled with our own database, we will issue a Letter of Recommendation for Payment outlining the invoice and comparing it to our own data to ensure that the City of Pompano Beach is only paying for documented work.

3.4 BILLING/INVOICES REPORTING PROCEDURES TO FEMA AND THE CITY OF POMPANO BEACH

Our automated debris management system (ADMS), ***DebrisPro™***, is a robust tool that allows us to generate custom forms for collecting data during debris removal efforts. Our typical collection forms provide entries for all FEMA-required information, but additional fields can be added to meet the needs of the City of Pompano Beach. ***DebrisPro™*** not only provides useful documentation and reporting systems that assist with closeout and audit processes, but also enables reporting techniques that will be useful to City staff daily. For example, we can generate visual reports on any collected data sets to provide situational awareness of the debris operation. Reconciliation tools allow our staff to upload contractor invoices for automated reconciliation against our database of ticket information.

At the close of the project, we will provide the City of Pompano Beach with both electronic and hard copy of all required documentation to submit for reimbursement from FEMA. If the City requests earlier in the project, we will compile the required documentation for period seeking reimbursement.

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3.5 DISASTER DEBRIS MONITORING SERVICES

Unlike other firms that might have a single division working in emergency and crisis management, Witt O'Brien's is fully dedicated to developing innovative solutions to help governments, communities, and businesses to ***Control the Outcome®*** of emergencies and crises. We are staffed by top experts in preparedness, crisis management, and disaster response and recovery operations. While we are small and nimble enough to respond quickly to our clients' needs, we also possess the depth of resources, experience, and expertise necessary to produce high-quality, reliable work. In addition to our record of success in debris monitoring, federal grant management, long-term recovery, and hazard mitigation, we constantly receive praise from our clients for our ability to mitigate risk under tight project schedules, follow federal and state regulations for contract management, and manage large numbers of personnel.

> *Witt O'Brien's provides exceptionally responsive service before, during, and after storm events. They very quickly set up operations following Hurricane Matthew having already certified contractor vehicles in the early post storm interval. Witt O'Brien's has my highest unqualified recommendation for debris monitoring and oversight services. Given their breadth of expertise, depth of experience, proven track record, professionalism, and the quality of their people, Witt O'Brien's would always be my service provider.*
>
> **Gene Prevatt, Sanitation Director**
> **Savannah, Georgia**

Witt O'Brien's is a leader in supporting state and local governments with their debris monitoring needs. We have provided strategic policy advice, established debris management operations plans, coordinated debris removal, and identification of staffing and monitoring needs. Since 2004, we have **completed 118 debris monitoring projects, totaling more than 50 million CY in debris removed**. Currently, our firm has approximately 60 active, ongoing debris monitoring contracts, all of which involve cooperation and collaboration with FEMA, statewide emergency and environmental agencies, and local governments.

3.5.A Coordinating Daily Briefings, Work Progress, Staffing, and Other Key Items

During active debris removal operations, the project manager (PM) will conduct and/or attend daily meetings with the City, appointed officials, Debris Removal Contractor (DRC) management, and operational staff. These meetings will be used to coordinate scheduling, confirm progress, resolve any ongoing issues, discuss any potential risks or issues that may affect work, and make any required adjustments to improve the effectiveness of debris removal and disposal operations. As an important part of monitoring the DRC's daily operations, Witt O'Brien's will provide status reports during these meetings, both verbally and by providing updated data spreadsheets and .PDF reports.

Daily reports provided to the City will contain the following data/informational updates:

- Daily and running summaries of the quantities and types of debris collected
- Operation times of all debris loading trucks and debris management sites
- The number of trucks operating daily
- The number of Witt O'Brien's debris monitors working daily
- Progress by area or zone and estimates of remaining debris
- Maps of all streets and other locations where debris was collected during the day (provided electronically via GIS Map (ESRI ArcGIS)

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- Amounts of reduced debris removed from temporary sites and hauled to final disposal by cubic yard (CY)
- Reviews of the work performed by the DRC

3.5.B Selection and Permitting of TDSRS Locations and Any Other Permitting/Regulatory Issues

Witt O'Brien's would assist with pre-event selection or review of existing Temporary Debris Storage and Reduction Sites (TDSRS) suitable to handle the quantities and types of debris forecast during the planning session. Our team would work with the City and/or its hauling vendor of record, as well as Broward County staff to review potential sites, consult on site selection criteria and issues, assist with the acquisition of all necessary environmental and other State, Federal or Local permits, make sight visits to photograph and inspect potential properties and produce a summary report with recommendations.

3.5.C Scheduling Work for all Team Members and Contractors on a Daily Basis

In our experience, debris removal operations proceed most smoothly when there are open and transparent communications between the DRC, the monitoring firm, and the client. During active debris operations, the PM will conduct and/or attend daily meetings with the City, DRC management, and operational staff to coordinate scheduling, confirm progress, resolve any ongoing issues, and discuss any potential risks or issues that may affect work. The Operations Manager will be responsible for scheduling monitors and DRC equipment/personnel and creating staffing reports.

In a client questionnaire conducted after a winter storm debris monitoring project, both Columbia County, GA and New Hanover County, NC rated Witt O'Brien's 10/10 in:

- *Ability to manage project costs*
- *Ability to maintain project schedule*
- *Quality of work*
- *Quality of consultative advice provided*
- *Professionalism*
- *Ability to manage risk and unexpected project circumstances*

3.5.D Hiring, Scheduling, and Managing Field Staff.

Witt O'Brien's responsibility to its disaster-affected clients goes beyond project management. We understand that disasters impose economic hardships on communities. Therefore, in addition to our own full-time and contract or on-call employees, we are committed to hiring additional local personnel on our projects and using small disadvantaged businesses, as needed, to extend employment opportunities to the community.

We mobilize for projects quickly and efficiently with qualified individuals. Our management will activate Witt O'Brien's' standard procedures for broadcasting job announcements (via radio, internet, newspapers, unemployment offices, college job boards, local veteran hiring initiatives, and churches). We also will consult with you to determine if any recently retired or laid-off government employees - from the Solid Waste, Public Works, Parks and Recreation, Police or Fire Departments – might be available to assist with the recovery effort. In addition to our own Human Resources (HR) department, we work with multiple staffing vendors across the country who provide recruiting services and employee onboarding, as needed.

Once personnel are hired, we work with them to ensure content knowledge and understanding before assigning them to field operations. Staff undergo rigorous training through a Witt O'Brien's-developed interactive, cloud-based training module. Our comprehensive training program for newly-hired debris monitors consists of an intensive four-hour training and orientation session through an interactive, cloud-based training platform as well as hands-on field training conducted by a field supervisor or

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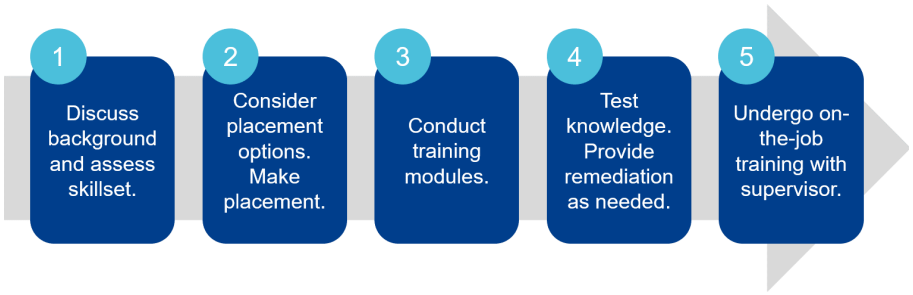
supervisor monitor. The course is designed to emphasize safety considerations, FEMA eligibility guidelines, job duties and responsibilities, load ticket management, and standard procedures for debris monitoring. New monitors are also trained in the use of handheld automated ticketing units (tablets) and are supplied with reference materials and maps of their work zones.

Our modular training sessions teach new staff their tasks, eligibility requirements, and proper documentation techniques, and then tests them on their knowledge comprehension and retention. Each module ends with a test that must be passed before moving on to the next training level. Training can be completed at any time, allowing monitors to fulfill multiple roles when needed.



Witt O'Brien's Training Methods

Once trained, monitors are then closely supervised on the job, debriefed at the beginning and end of each day, and held to our high standards of performance and conduct. Witt O'Brien's will deploy experienced and trained field supervisors to oversee monitoring activities and implement a quality assurance program at debris sites at a ratio of 1:7. We follow the National Incident Management System (NIMS) Incident Command System (ICS) guidance, which advises that people in leadership positions maintain a "manageable span of control" regarding the number of direct reports. Reports generated by field staff (and reviewed by the operations manager), and field observations made by our management staff will be used to provide feedback regarding operational efficiencies and suggested paths forward by our PM.

We carefully screen our monitoring staff with background checks and drug tests. Witt O'Brien's also regularly uses E-Verify to screen potential employees and we impose a strict "zero tolerance" policy for drug usage, safety violations, foul language, or disrespectful behavior that may reflect negatively on our client or our firm. Any field staff can be dismissed from the project at any time for violating these policies.

It is the responsibility of the Operations Manager, in consultation with the PM, to generate staffing reports and daily schedules for supervisors and field monitors. Monitors report directly to field supervisors, who work closely with the Operations Manager to ensure smooth operations across multiple debris management sites.

3.5.E Monitoring Recovery Contractor Operations and Making/Implementing Recommendations to Improve Efficiency and Speed up Recovery Work.

Witt O'Brien's highly trained staff will observe, document, and direct activities of the DRC, and will work with the City to coordinate work assignments for the DRC. Assigned tasks will include confirming that all eligible debris is disposed of in a manner and at a site that conforms to federal, state, and other regulatory guidelines; inspecting loads of debris entering or leaving the site; issuing load tickets to each truck; and maintaining logs of ticket numbers and volumes. At the conclusion of the project, we will provide all documentation of debris clearance, removal, management, reduction, disposal, and monitoring costs sufficient to fully and accurately support federal grant program claims.

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Witt O'Brien's is committed to customer service and project success. At the core of our project management approach is a proven system for ensuring that our staff are performing at optimal levels and meeting our high standards. The accurate completion of load tickets is perhaps the most important element of our quality control program.

To provide the City with recommendations to improve efficiency, we will regularly analyze collection quantity data against project goals to determine where additional removal equipment may be required to meet deadlines or how additional debris management site locations might improve output. When removal operation forecasting shows that completion will take longer than established deadlines, we will evaluate the available equipment and personnel onsite to determine how to best increase the daily collection rate and turnaround times. Efficiency procedures often include increasing equipment numbers, adding additional debris site locations, and establishing new removal route schedules around traffic patterns.

3.5.F Assisting the City with responding to public concerns and comments.

We understand the vital importance of keeping the public informed throughout the duration of a major debris removal project. Therefore, we will coordinate with the City to implement a public information plan for businesses and residents. We can develop timely and informative public announcements, brochures or pamphlets, online campaigns, or in-person town halls and meetings about project progress, safety considerations, hazardous waste handling, collection schedules, and methods of sorting and separating debris to increase collection and disposal efficiencies. We can assist the City's efforts to efficiently disperse information to any target audience, such as the community and public, local businesses, the media, elected officials, police and fire personnel, field staff, contractors, and federal authorities. We will make staff available to the City to distribute and disperse public information on the debris project and can deploy our field monitoring staff to disseminate informative flyers to residents.

In addition to the resources we provide for creating and managing public information campaigns, we also frequently provide our debris clients with access to a 24-hour emergency call center. We will assign a dedicated number for Pompano Beach residents that they can call for information and up-to- the-minute updates, or to report debris in their neighborhood or on their property. This also helps us to be more responsive to the community and ensure we are efficiently collecting debris from the most high-priority areas.

3.5.G. Certifying Contractor Vehicles For Debris Removal Using MethodologyAnd Documentation Practices Appropriate For Contract Monitoring.

Witt O'Brien's follows the most recent FEMA standards and recommendations for calculating the capacity of debris removal trucks and will initiate the truck measurement and certification process in coordination with the DRC to accurately measure the volumetric capacity of each truck upon its arrival at the disaster scene.

We will provide truck placards and forms in order to inspect and certify hauling trucks. Original forms, signed by an appointed truck certification monitor, with photographs of each truck showing its placard, will be provided to the City along with electronic copies. During the truck certification process, we will record information for each truck and/or piece of equipment used to transport and remove debris, including: the make and model; license plate number; DRC equipment number; and its maximum volume in CY. The measured volume of the load bed will be displayed on a placard attached to the driver's side of the equipment or vehicle.

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Supervisors will periodically spot check and re-certify trucks during the debris management process to deter and detect any fraudulent alteration of truck capacities or placards. In addition, we will make this information easily searchable; it can be accessed or verified through our electronic debris management system, ***DebrisPro™***.

3.5.H. Entering Load Tickets Into a Database Application.

Our electronic debris management solution, ***DebrisPro™***, is a securely hosted, multi-device supported, web-enabled system that allows for the electronic tracking and collection of data in the field, while still permitting us to print paper load tickets for truck drivers. Data will be captured on each debris load, and every truck driver will be given a load ticket to validate where material originated, its estimated quantity, and other key data. Truck drivers will be provided with a copy of the load ticket for their records. This process, and the use of this technology, provides a robust QA/QC check for all documentation. Data is stored on multiple redundant servers to ensure data security, and information can be provided to the City in both paper and electronic format. We currently have over 300 electronic devices on-hand and can acquire additional devices quickly to meet any additional operational demands that may arise.

We record and track all relevant information on load tickets to ensure thorough documentation for all cost recovery activities. Through ***DebrisPro™***, we typically document the following information:

- Prime contractor name
- City contract/disaster number
- Load ticket number
- Subcontractor name (if applicable)
- Truck driver name
- Date & time of pick-up
- Date & time of delivery
- Pick-up location
- Loading zone number
- Debris clearing cycle (push, first pass, second pass, third pass, etc.)
- Truck ID number & capacity
- Total cubic yards picked up
- Debris classification (vegetative, white goods, C&D, mulch, limb, stump, household hazardous waste, etc.)
- Delivery site
- Load monitor printed name & signature
- Dump monitor printed name & signature
- GPS coordinates

3.5.I. Digitization Of Source Documentation (Such As Load Tickets).

Witt O'Brien's uses ***DebrisPro™*** to digitally capture and record all source documentation requirements. To ensure that information is not reported, entered, or stored incorrectly, we implement best practices for data documentation. These include:

1. Record templates that include all required information fields.
2. Records are legible, permanent, and accurately reflect the actual event, condition, or activity.
3. Each record entry is made by the responsible person at the time the specific event occurred.
4. Completed records are signed and dated by the responsible person.
5. For numerical data, the unit of measure is indicated.
6. Paper documents that are also entered into an electronic database for safekeeping and ease of analysis.

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To ease the burden of filling out all paperwork near project closeout, we typically assign a project analyst or data manager to perform periodic internal inspections on our documentation and data management practices during the project. His/her goal is to ensure full compliance with City requirements, Witt O'Brien's standards, and federal reimbursement guidelines. If needed, s/he will intervene to provide corrective actions for identified deficiencies.

All loads of debris entering or exiting debris management sites will be documented with properly prepared load tickets. As part of their training, field monitors and supervisors are clearly informed that by signing load tickets, they are certifying that (1) the information on the ticket is accurate and complete, and (2) the information will be used by the client to apply for reimbursement from the state, FEMA, or other agencies.

If the City prefers, Witt O'Brien's is also proficient with the use of the standard paper load ticketing system. Paper load tickets serve as the basis for payment for the removal contractors and are carefully handled and managed by field monitors and supervisors. Load tickets document and certify the loading location of the debris, its eligibility under FEMA guidelines, and its type and quantity. Our field supervisors manage quality control over the proper completion of the load tickets with all required information and ensure that tickets are organized, secured, sorted, recorded, compiled, and distributed daily. Paper load tickets are then entered into ***DebrisPro™*** to generate reports and reconcile hauling contractor invoices. Each ticket, field log, and timesheet is digitized through ***DebrisPro™*** to decrease the number of paper documents, decrease file sizes, and make all documents searchable.

3.5.J. Developing Daily Operational Reports To Keep The City Informed Of Work Progress.

Daily detailed summaries of the previous day's debris removal activities and data are provided to the City's Debris Manager the following morning. These reports will contain, at a minimum, the following information:

1. Daily and running summaries of the quantities and types of debris collected
2. Operation times of all debris loading trucks and debris management sites
3. The number of trucks operating daily
4. The number of Witt O'Brien's staff working daily
5. Progress by area or zone and estimates of remaining debris
6. Amounts of reduced debris removed from temporary sites and hauled to final disposal

3.5.K. Development Of Maps, GIS Applications, Etc. As Necessary.

Our GIS collector app generates an automatic link of GPS and GIS data and photos to each load, tree stump, hanging limb, leaning tree, appliance, or other type of debris requiring validation for reimbursement. With this data, our monitors and field supervisors can map out debris locations, locate "hot spots" for immediate collection, mark ineligible debris piles, and track progress for pass completions and debris removal zone closures. The app can also be programmed to automatically update a linked GIS map, which the City can access. This information can be used by the government's debris management staff to track progress and provide updates to the media, elected officials, and the public, or to approach FEMA about eligibility and/or reimbursement issues.

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3.6 EMERGENCY MANAGEMENT PLANNING AND TRAINING

3.6.A. COMPREHENSIVE EMERGENCY MANAGEMENT PLANS (E.G., COOP, EOP) TO INCLUDE PLAN DEVELOPMENT; REVIEW, AND REVISIONS.

Many companies offer emergency management and public safety services, but few can draw upon extensive field experience working for governors, mayors, universities, utilities, and corporations to plan for and respond to the largest disasters in US history. Our clients benefit from those real-world experiences as we integrate lessons learned and best practices with their existing efforts and capabilities.

Collectively, Witt O'Brien's personnel have decades of experience in emergency management planning and program development and are intimately familiar with all aspects and phases of emergency management. In partnership with our clients, we produce succinct, clear, actionable plans that guide organizations toward demonstrable community resilience.

Witt O'Brien's will assist the City in preparing for various scenarios through a custom-designed program of planning, training, and exercises. Drawing upon extensive real-life experience in actual crisis and emergency response management, we develop plans, plan annexes, job aids, checklists and operating procedures that are tailored to the City's circumstances and situation. We specialize in the integration of public and private sector players in our plans, which can benefit the City's ability to respond quickly and efficiently to the situations while providing for the continuity of its own critical functions that are required to fulfill the City's essential mission to the residents of Pompano Beach.

Our team will employ the following proven approach in developing comprehensive emergency management plans and annexes.

Comprehensive Emergency Management Planning

The foundation for any entity's emergency management program is its emergency plan. The plan sets the policy and process by which an organization, jurisdiction, or community's people, resources, and capabilities are leveraged to prepare for, respond to, and recover from an incident of critical significance. A properly developed and maintained Comprehensive Emergency Management Plan (CEMP) can save lives, time, money, and promote a smooth transition to recovery. It can also provide the foundational steps for community-wide resiliency through all phases of an emergency.

Our team of planners ensures that all deliverables are aligned with the latest state and federal guidance and best practices including: National Planning Frameworks, National Incident Management System (NIMS), CPG 101, NFPA 1600, and Emergency Management Accreditation Program Standards, as well as cover all mission areas defined in the National Preparedness Goal.

Key emergency management planning services:

- Define current capabilities including personnel, equipment, facilities, and other resources available;
- Identify target capabilities and determine the gaps from the current capabilities;
- Design steps to address capabilities and capability gaps during response and recovery activities;
- Develop a Concept of Operations (CONOPS) that includes assignment of responsibilities for the various emergency management lead and support organizations;
- Create job aids that support the roles and responsibilities in the Emergency Operations Center; and

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- Craft specific addendums that may include functional annexes, and hazard, threat, or incident- specific annexes that are appropriate to the City and applicable agencies.

Witt O'Brien's takes an all-hazards approach to our work, while specifically addressing the unique natural, technological, threat-based, and public health hazards facing our clients. We coordinate with the numerous entities involved in preparedness, response, and recovery, while adequately identifying and prioritizing the hazards, critical infrastructure, and vulnerabilities of the jurisdiction. We then develop both short- and long-term actionable solutions the prevention, preparedness, mitigation, response, and recovery that positively impacts whole community.

Our team provides:

- Deep local knowledge and experience in South Florida
- Full understanding of best-practice planning processes and FDEM, FEMA, and EMAP guidance, standards, and requirements
- Experience and expertise in emergency management planning and implementation, training, and exercises
- Fundamental engagement with emergency management planning and practice
- Superior technical expertise in risk analysis and the related planning considerations
- Extensive project management capabilities

Planning Support

We will support the City's long-term planning efforts—either before or after a disaster occurs—better positioning the City of Pompano Brach to restore communities and maximize the recovery process by building back stronger, safer, and smarter than ever before.

Being prepared for a disaster means more than being ready to respond. It involves having a plan, identifying priorities, working with local champions, engaging stakeholders, and establishing a management construct for implementation of a rapid and effective response and recovery efforts. It also requires setting expectations such as identifying government and business support partners, linking key plan components to potential funding sources, and establishing reasonable response and recovery timelines.

What differentiates us from other service providers is our ability to link our plan products with proven implementation experience. Witt O'Brien's has supported communities with disaster response and recovery efforts associated with nearly every significant disaster in the United States. This experience brings practical, real-world understanding to your City's comprehensive emergency planning efforts, making them more effective.

Key planning support services include:

- Completion of a community risk profile, to both identify and assess the risk to broad-based community functions and services;
- Evaluation of actual or projected disaster impacts across broad community sectors (e.g., housing, infrastructure, economy);
- Identification of key stakeholders for planning and implementation efforts;
- Community education, outreach, and media affairs;
- Recommendation of an effective response and recovery planning organization and processes;

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- Facilitation of the identification of priority response and recovery functions; and
- Interagency coordination services

Our Planning Process

Data Analysis: We review the City's existing documentation, plans, policies, and procedures, collected as part of the project initiation. The result of this data analysis provides a foundation to lead working group and individual discussions. The data analysis typically indicates some area of focus based on current gaps in the planning; in turn, we determine how gaps in data can be resolved, and gaps in planning procedures can be remedied. The data analysis will be used as part of our state-of-preparedness discussion in the project initiation meeting.

Project Initiation Meeting: We will host a workshop-style meeting with City leadership and key representatives of the team. Anyone who will provide input during the plan development process or will need to make major decisions in an actual event will be invited to this meeting. The meeting will serve to bring all leadership up to date with the current state of preparedness and ensure clarity as to the emergency procedures in place if a disaster would occur that day. Our goal is to to set a strategic vision for the enhanced level of preparedness for the project, and clearly delineate the currently understood shortfalls.

Working Template Development: Based on the findings of the initiation meeting and the vision of the City's preparedness team, our team will develop a series of read-ahead working templates for City representatives to consider. When we conduct stakeholder meetings, all staff will have had opportunity to consider their departments or function's role beforehand, greatly increasing the meetings efficiency.

Whole Community / Stakeholder Working Sessions: We will prepare for and conduct interviews/working sessions with key stakeholders from the various departments within the City, along with any subject matter experts identified during the project initiation. Our experience has shown that staff members already have keen insights into response, recovery, and continuity solutions, but just need the opportunity to clarify their understandings and ideas, and see how they might align with an overall emergency program and system. As needed, we will also meet with local business and civic associations, groups, and volunteer organizations such that the plan accurately addresses the needs of the whole community.

Plan Development: Planning services include working with subject matter expert focus groups, typically representing the departments or divisions that have responsibility for various emergency functions and responsibility for business functions within the City. Our intention is to develop custom planning tools that meet the challenges of the City. The services include a full array of planning tools, including strategic, operational, and tactical plans. All plans are developed in accordance with, and where necessary, in compliance with all relevant FEMA and industry-based guidance and best practices (i.e. CPG 101 v2, National Preparedness Goals, the National Planning Frameworks, EMAP, etc.). Our plans will incorporate the best practices and City-specific procedures we discover during our stakeholder meetings. A draft plan will be provided to the City for review by all stakeholders, including leadership, coordination team, and function leaders.

Final Plan Development: Witt O'Brien's will provide the City a final draft for review and comment. Once all comments and edits are received and addressed, the Witt O'Brien's planning team will consider the Comprehensive Emergency Management Plan (or other subsequent plans and annexes)

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as Draft Final, and ready to be exercised. Exercising the draft plan ensures participant familiarity but also identifies inconsistencies or unanticipated gaps in the plan. Suggestions for improvement or additions to the plan that are discovered during exercises will be incorporated into the Draft Final plan. Our closing effort in the project will be to provide one final Comprehensive Emergency Management Plan that reflects all data mining and analysis, planning meetings, trainings, and exercise findings from this project, representing the City's efforts in one complete round of the emergency management cycle.

3.6.B Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.

Witt O'Brien's employs experienced professionals that are experts in multi-hazard mitigation planning and recovery. We have written Hazard Mitigation Plans (HMPs) for state and local governments across the country and we have worked with all 10 FEMA Regional Offices, including Tennessee's Region IV. In total, we have written **39 local and 8 state HMPS**, many of which have been multi-jurisdictional plans. We are familiar with the regulations and requirements guiding HMPs including the Disaster Mitigation Act of 2000 (DMA 2000); 44 Code of Federal Regulations, part 201.6; FEMA's *State and Local Mitigation Planning How-To Guides* (the 386 series), as well as applicable state regulations, policies, and practices. In particular, Section 322 of the DMA 2000 places a strong emphasis on pre- disaster, all-hazard mitigation planning.

As part of providing a comprehensive mitigation program, our team will consider the benefits that would result from a mitigation action versus the cost. This assessment will help us, with insight from the City, evaluate whether the costs of the action are reasonable compared to the likely benefits, either quantitative (e.g., losses avoided, infrastructure protected, population protected) or qualitative (protection of ecosystems, quality of life). It will also be key to establish a plan and schedule for implementing the plan and all mitigation actions prescribed in the plan. To assist the City with prioritizing next steps, we will initiate staff trainings; and develop a matrix to delineate how actions should be put in place, funded, and maintained.

3.6.C. Development of a debris management plan -including identification of an adequate number of TDSRS locations. Staff training as necessary.

It is our view that in order for a debris management plan to be effective, it must:

1. Incorporate best practices in debris management and removal;
2. Be tailored to the unique needs of a city or county and the specific disaster/event;
3. Follow any preexisting laws, regulations, or other criteria provided by state or federal agencies.

When the debris management plan adheres to these three standards, it is more likely that the city or county can fully leverage all available funding or other assistance. In addition, our PM, Operations Manager, and Project Principal will all have an opportunity to provide their insights and knowledge during the planning process, sharing their expertise and industry best practices.

Witt O'Brien's has experience developing both debris management plans as well as debris management action plans, which are operational in nature and immediately implemented after disaster strikes. We will develop a debris management action plan as part of our debris monitoring services for the City. The action plan will be developed by first identifying any relevant or existing plans, after-action reviews, or policies for review, and key stakeholders who should be part of this process. Ideally, stakeholders will be representative of various agencies and organizations that will be involved in debris monitoring or management. In our experience, these departments or agencies typically include the

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Department of Public Safety, Department of Public Works, Department of Solid Waste, and the Department of Parks and Recreation. This group (the City Debris Management Workgroup) will help develop the plan, provide input, lend their expertise for completion of various aspects of the plan (e.g., legal, environmental, financial, etc.) and approve the final plan.

Workgroup Objectives
• Discuss relevant debris management and disaster recovery roles and responsibilities for City departments • Discuss relevant debris management and disaster recovery roles and responsibilities for State and federal agencies (to support the City of Pompano Beach and administer disaster recovery grants) • Discuss and identify all external entities that may have roles in debris operations • Discuss impact areas, preliminary damage assessments, and span of control • Develop a draft and final version of the debris management plan

Following development of the initial draft of the plan, we will schedule a meeting with required department heads, as we recognize that this is a busy time for the City and County, mayors, and other officials. In our experience, it is most valuable for us to meet with any appointed debris manager(s), department head(s) or deputies, and the debris removal contractor(s). The plan will be developed in a working session with discussion and ideas from all present parties. If time allows, we will offer an opportunity for all parties and involved stakeholders to discuss a draft version, and we will revise the draft to produce a final version. ***However, development of the plan should not (and will not) delay the debris removal process. Design of the plan will begin during emergency road clearance (72- hour first push) and will be ready to initiate with priority zones by completion of first push.***

As an additional service to the City, we are also able to draft a FEMA-compliant debris management plan. The ability to launch an immediate response to debris collection and disposal is essential to a community's rapid recovery from a disaster. Debris planning allows communities to be better prepared to expedite debris operations, in addition to minimizing financial risks. Throughout the process of designing the debris management plan, our objectives will be to ensure that (1) the Plan is compliant with all FEMA and Tennessee Emergency Management Agency (TEMA) regulations and requirements; ***(2)*** that the plan meets the unique needs of the City; and (3) that the plan serves to prepare the City to effectively undertake major debris removal operations while maximizing federal/State reimbursement. The plan will incorporate national best practices and recent innovations.

3.6.D. PROCUREMENT ASSISTANCE FOR DEBRIS REMOVAL CONTRACTORS AND OTHER SERVICES AS REQUESTED.

Witt O'Brien's is adept at reviewing purchasing documentation, policies, procedures, and existing contracts as well as assisting with review or development of yet to be procured services to ensure that all elements are compliant with state and Federal procurement standards. FEMA requires compliance with these elements in order for projects to be obligated and funded through its grant programs.

We will work closely with the City to secure contracts for debris removal contractors and for other services as needed, from the bid formulation process to advertisement to contract execution and activation. Our team will ensure that that all procurement actions undertaken by the City are compliant with all relevant regulations, particularly FEMA PDAT requirements.

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3.6.E. PROJECT MANAGEMENT TO INCLUDE THE FORMULATION AND MANAGEMENT OF PERMANENT WORK PROJECTS, TASK FORCE MANAGEMENT, AND CITY COMMISSIONS, BOARDS, AND PANELS.

We will provide expert formulation services for all categories of emergency and permanent work, A through G. Our trained staff will work with the City to accurately capture and scope all eligible costs and work through final inspection, closeout, and financial audit. Through our effective experience supporting large-scale recovery efforts, we have worked with clients to successfully navigate and implement complex disaster recovery programs using a variety of funding sources. These experiences have also provided firsthand knowledge on how to develop and implement public assistance projects utilizing the Public Assistance Alternative Procedures Pilot Program for Permanent Work. Our federal disaster assistance includes project formulation services, the documentation and development of FEMA PWs, the development of Section 428 projects, and the identification, documentation and development of 404 and 406 mitigation projects.

FEMA defines eligible costs as costs that can be directly tied to the performance of eligible work. Eligible work falls under three categories:

Emergency Work	1. Debris Removal
	2. Emergency Protective Measures
Permanent Work	3. Permanent Restoration

Debris removal and emergency protective measures are considered "emergency work." For emergency work, FEMA assistance may be granted through the state for emergency assistance. Permanent work includes restoring the facility back to its pre-disaster design, function, and capacity. For permanent work, funds may be provided to repair facilities back to their pre-disaster condition, replacement of in-kind facility under certain circumstances or to fund alternate or improved projects in order to benefit applicant initiatives and critical needs.

Eligible costs related to the three categories of work described above must meet three main standards or criteria:

1. Reasonable and necessary to accomplish the work;
2. Compliant with federal, state, and local requirements for competitive procurement; and,
3. Reduced by all applicable credits, such as anticipated insurance proceeds.

The ins and outs of eligibility and ineligibility can be difficult to follow. As an example, the Stafford Act prohibits applicants from receiving funding from two sources for the same work. Duplication of benefits most often occurs with insurance settlements. If a damaged facility is insured, FEMA must reduce the amount of any grant by insurance proceeds that the applicant anticipates or receives from the insurance company. It is essential to document all costs carefully, track all applications for funding, and ensure all requirements are followed at each step. Our cost recovery specialists perform this type of work daily. They are experts on the rules guiding eligibility, FEMA and state regulations, and updates to FEMA's PA and Policy Guide. Most importantly, they understand how to apply this information to ensure that our clients maximize benefits received.

3.6.F. TECHNICAL SUPPORT AND ASSISTANCE IN DEVELOPING PUBLIC INFORMATION.

In an emergency, timely communication with your employees, stakeholders, investors, the media, and the public is crucial. You cannot afford to miss the first opportunity to communicate. Our key communications include vulnerability assessments, communications and crisis plans, crisis

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management training and coaching, spokesperson and public engagement training, social media strategies, daily public affairs and issue management support, 24/7 media inquiry response coverage, and technology solutions.

We can assist with the development and distribution of information or educational materials that describe the specifics of disasters and grant programs detailing the responsibilities of the local government as well as local residents and businesses to ensure a rapid and efficient process. Effective ways of disseminating information to residents may include community meetings, handouts, a social media campaign, or mailers. Witt O'Brien's will work with the City to determine the best possible format, content, and language(s) that will meet the specific needs and cultural sensitivities of your community.

3.6.G. Other Training and Assistance as Requested by the City.

Witt O'Brien's provides a range of disaster preparedness, response, and recovery services, including planning; debris monitoring; program review and assessment; after-action reporting; training and exercises. Our firm leads more than 125 training and exercise programs annually while also managing multiple emergency response operations for the nation's largest and most destructive disasters. We recognize that a successful approach to training requires a unique recipe that includes not only professional educators, but also includes experts who have on-the-ground experience and know how to implement lessons learned and best practices. We believe that this distinct combination of individuals that can provide the most value to participants.

Since 2001, Witt O'Brien's has worked with the California State University system (23 campuses) to provide planning, training, and exercise support, which has included senior executive training and mitigation grant support. We have also worked closely with the California Governor's Office of Emergency Services (Cal OES) to update statewide Emergency Operations Center (EOC) guidelines and to support their application for a systemwide Hazard Mitigation Plan.

As requested by the City, we can provide training on a range of topics related to emergency management, disaster response, recovery, debris management, and debris removal. These trainings can be organized into an annual schedule as required and can be tailored for City general employees, management staff, and/or public officials.

3.6.H. Other Reports and Data as Required by the County and City.

On the disaster debris operations side, in addition to providing daily status update reports with data, we can also provide additional written status and operational reports, as requested by the City. We have previously provided reports on an interim basis for our clients – after first push, second push, etc. We have also supplied final reports following completion of disaster response efforts to summarize data, costs, and other key metrics.

On the Public Assistance side, we are fully adept at utilizing both the State FloridaPA.org system as well as the FEMA Grants Portal to generate a variety of reports and statistics to present in a variety of ways reading project and funding status and issues.

3.6.I. Other Emergency Management and Consulting Services Identified and Required by the City.

Witt O'Brien's emergency management services span the entire organization. When our clients are faced with a crisis or disaster of any kind, our enterprise-wide approach to emergency management ensures that our clients are fully prepared, effectively respond, appropriately communicate, and fully recover.

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Prepare. Preparation is the key to any organization's success. Witt O'Brien's offers a complete range of planning, mitigation, and prevention services to better prepare you before an emergency happens. Witt O'Brien's regulatory compliance experts provide comprehensive health, safety, environmental, and security regulatory consulting, planning, and program management services. These services range from on-call consulting to full-scale program development.

Respond. When it's time to act, don't simply react. No commercial organization responds to more events than Witt O'Brien's. We provide our clients with a full suite of services to help make their response to disasters and emergencies more efficient and effective. Our team of response experts can provide staff to augment existing organizations or provide turn-key response capability, depending on individual circumstances or needs.

Recover. Recovering from a disaster is never easy, but we will make it easier. Recovery is highly complex, often taking months or years to implement and taxing existing staffing and resources. Witt O'Brien's helps you and your stakeholders organize and plan for recovery. Our team of experts understands what can be expected from and leverage resources from government sources (federal, state, and local), NGOs, and the private sector to achieve results and maximize opportunities.

For long-term recovery projects, our team can assist you in coordinating the complex array of federal and state programs to address complex issues such as housing restoration, business and economic redevelopment, infrastructure, social services, risk reduction, communications, and public involvement challenges. And we can draw upon our team's expertise to help you design and implement innovative recovery programs to meet your needs.

3.7 PUBLIC ASSISTANCE CONSULTING SERVICES

3.7.A. Identification of Eligible Emergency and Permanent Work (Category A-G)

Witt O'Brien's will engage the City and federal agencies to determine eligible work. Our team's knowledge of and experience working with these varied programs has proven extremely valuable for our clients, in that we can often avoid or shorten the duration of misunderstandings between federal agencies regarding who has responsibility for certain damages (which can significantly delay recovery funding). Once responsibility for damages has been determined, our team uses our vast experience to help document and administer program funds from relevant programs to ensure recovery resources are maximized and utilized only on eligible work. We consistently ensure operations are within FEMA guidelines for Public Assistance. Witt O'Brien's will write and review Category A through G Project Worksheets and resolve and identified problems or deficiencies.

3.7.B. Damage Assessment

Witt O'Brien's will provide support and guidance to Pompano Beach to assess damage to its public and private infrastructure and transportation systems, and to assist in the preparation of comprehensive scopes of work and cost estimates for both emergency protective measures and repair or replacement of the damaged elements, facilities, and critical infrastructure. As appropriate, we are prepared to send out one qualified individual or an entire disaster response team to help ensure that inspected damages are accurately quantified and documented, as this is one of the most important activities in the initial stages of disaster response and recovery. We will help to ensure that the City's damages and estimates are accurately relayed up through Broward County to the state so that federal and state resources can be activated and implemented to provide critical assistance both physically and financially.

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Damage assessments must include specific details such as insurance information, location, cost estimates with cost basis, category of damage, and community impact. If damages are assessed incorrectly, the City and its constituents are less likely to receive the much-needed disaster assistance in a timely manner, if not at all. We have extensive experience working not only within the State of Florida, but also within FEMA Region IV, which allows us to foster an open dialogue between these entities and the City. Leveraging this open communication, we can ensure that accurate, thorough, and detailed inspections and damage documentation are at the forefront of the operation. We can also leverage our PA programmatic knowledge to train and prepare City staff on damage assessment and eligibility for disaster aid to ensure they are adequately prepared to make their best case for eligible assistance.

Damage assessment information is also now the cornerstone for preparing the FEMA Damage Inventory to accurately and quickly capture a list of damages to start the FEMA grant claims process. The Damage Inventory is required to be prepared quickly to support the formulation of project worksheets and has a 60-day window to be refined after the occurrence of the Recovery Scoping Meeting.

3.7.C. Assistance in attaining immediate needs funding.

Immediate Needs Funding (INF) applications, when made available by the State after a disaster, require fast and accurate information to ensure the City leadership receives funding for urgent operations. Because of our extensive experience working disasters across the United States, Witt O'Brien's brings a detailed and thorough understanding of eligible emergency work. Our team will work with the City leadership to help complete the Preliminary Damage Assessments and expedite the INF process with the State and FEMA so that you can receive funding and continue with recovery operations. We will help to track outgoing funds expended against protective measures and reconcile against disbursements by the State in order to ensure compliance and accurate costs accounting to report back to the State.

3.7.D. Prioritization of recovery workload.

Witt O'Brien's approach to project prioritization is to consult with the City as well leverage our understanding of the goals and priorities of programs that provide funding sources for response and recovery activities. One of the elements required in the FEMA Damage Inventory is assignment of 'Applicant Priority', where projects can be identified as urgent or high priority. We can assist the City in using this information to dictate the order and combine inventory line items for project formulation with FEMA. Our team can work with the City to prioritize these projects based on funding availability through immediate needs or normal project reimbursement processes, status of work completed, amount of initial funding outlay, complexity of project, inclusion of project mitigation opportunities, etc.

Witt O'Brien's is well versed on the federally funded mitigation programs and historical priorities and implementation of these grants based on a combination of local and state mitigation input. We can review the projects that the City has on the Local Mitigation Strategy (LMS) list and help to prioritize immediate and long-term needs of the City, which could include adding or removing projects to align with current priorities and increase funding success.

3.7.E. Loss measurement and categorization.

After the occurrence of an insurable loss, the primary goal of policyholders is to maximize insurance settlements and coordinate those settlements in a manner that maximizes other funding opportunities such as the FEMA PA program. Witt O'Brien's will provide expert guidance in maximizing all available

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benefits, the timely facilitation of claims, and reduction of funding gaps by pursuing and coordinating all potential recovery grant funding opportunities.

Our insurance recovery services include a comprehensive approach to:

- Conducting on-site evaluation of the damaged property
- Creating short-term/long-term goals and recommendations regarding the future handling of the insurance recovery process
- Providing advice on settlement status
- Expediting the claim recovery process to avoid shortfalls of cash flow
- Coordinating insurance settlements with FEMA grant funding eligibility

We will attend all meetings with City, state, and FEMA representatives as well as any other funding agencies as required to ensure that the City's claims are properly presented and documented in the appropriate funding program, that current policy guidance is understood and followed, and that there is no duplication of benefits.

3.7.F. Insurance evaluation, documentation adjusting and settlement services.

Witt O'Brien's team includes insurance and risk management professionals have experience in reviewing and applying insurance benefits to specific projects in the FEMA public assistance process. These professionals will review the determinations made FEMA to ensure they are accurate, correctly applied and in compliant with current FEMA policies. Witt O'Brien's can further provide assistance in gathering and documentation of current insurance proceeds and the identification of insurance purchase requirements for buildings and contents. We additionally can assist the City to identify any shortfalls between the initial adjustment for payment and the actual costs for completion of the work down the line to ensure that we know the time limitations of claim adjustments and can successfully present the costs for request to receive additional funding allocations per the policy limitations.

3.7.G. Project Worksheet generation and review.

The goal of well-developed PWs is to ensure that Subrecipients receive the necessary funding for successful recovery and that they get to keep all the assistance for which they are eligible. Successful PA Program delivery requires a robust project formulation process, which involves identifying eligible damages, compiling appropriate documents, defining the scope of eligible work, and estimating eligible costs.

On behalf of the City, we will capture the information in the PW process and serve as the primary agent to work with FEMA to develop and review projects. FEMA ultimately determines the eligibility for, and amount of, FEMA PA grant awards. Our approach and methodology for maintaining our current over-arching support of the City's PW development, review, and revision process is to continue to provide support through our experienced PA specialists and other technical experts when needed.

Our disaster recovery experts will ensure compliance with rules, guidelines and standards, and to address and resolve difficulties before they can hinder the recovery process. Our approach will allow us to come to the table with expertise that is often more reliable and experienced than the personnel used by FEMA in the resolution of PA program claims. The result is Project Worksheet packages that are professionally documented to capture the maximum available funding and that have an established basis in governing policies, laws, and regulations.

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We will provide the City with qualified personnel adept at analyzing projects, preparing the scope of work and damage descriptions of projects (including cost estimating), analyzing project worksheets and accompanying documentation, and preparing project worksheet documentation for submittal to FEMA.

3.7.H. FEMA, FHWA AND NRCS REIMBURSEMENT SUPPORT.

While undertaking disaster response and recovery processes, it is important to understand the range of funding sources available to the City, both internally through elements such as insurance and donated resources as well as externally through various federal funding resources. Our approach is to use the damage assessment as a starting place to categorize damages based on detailed information collected and our vast knowledge of available funding sources. We will determine whether the FEMA PA program or another program that is complementary to the FEMA PA program offers grant funding that is appropriate for certain elements of the response and recovery process. These programs may include the following:

- **Federal Highway Administration (FHWA) Emergency Relief (ER) program** funding can be used for specific eligible activities on or related to Federal Aid System classified roadways for aspects of their Emergency Restoration and Permanent Restoration programs.
- **HUD Community Development Block Grant (CDBG) Disaster Recovery (DR)** funding is a good source of funds used to address unmet needs in the three core aspects of recovery – housing, infrastructure, and the economy.
- **Natural Resources Conservation Service (NRCS) Emergency Watershed program (EWP)** funding can be used to relieve imminent watershed hazards to life and property caused by flood and other occurrences such as debris removal, bank erosion repair and repairs to damaged drainage structures.

Under other federal grant program opportunities for which damages are eligible, we will assist the City in reaching out to the appropriate agencies and local contacts for evaluation of damages appropriate to those specific programs as a potential primary funding source.

3.7.I. STAFF AUGMENTATION WITH EXPERIENCED PUBLIC ASSURANCE COORDINATORS AND PROJECT OFFICERS.

Witt O'Brien's is prepared to staff the City's project at a level commiserate with the magnitude of the disaster and the amount of recovery to be completed and presented for grant funding in the event that funding becomes available. The amount of staffing provided will also be dependent upon the availability and participation of personnel from various City departments responsible for both the direct response and recovery activities and the oversight of those activities. Our typical grants management structure lends to a Project Manager providing general oversight and high-level communication and issue resolution to the City with placement of a Senior Grants Management Specialist level team member directly reporting on a daily or as needed basis to the City's main representative for the grants recovery. Additional Public Assistance Coordinator level team members will be added as necessary to supplement and provide detailed oversight of assessing damages, preparing scopes of work and cost estimates and collection of appropriate supporting documentation.

3.7.J. INTERIM INSPECTIONS, FINAL INSPECTIONS, SUPPLEMENTAL PROJECT WORKSHEET GENERATION AND FINAL REVIEW.

Witt O'Brien's can assist in developing an effective grant management system consisting of grant reviewers and financial specialists. The grant managers will be responsible for maintaining support documentation for all FEMA project worksheets and for mitigation opportunities; and will be tasked with

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review requests for reimbursements, scope of work compliance, interim inspections, and requests for scope changes, overruns validation, and final inspections.

From the onset of the recovery process, Witt O'Brien's staff will work with the City to prepare for the period of closeout by providing the critical guidance needed to diligently document recovery efforts. This allows the City to streamline the final project closeout process and retain maximum federal funding. We have executed numerous FEMA disaster program closeouts. Our experience will ensure that the City will have the support and expertise available to minimize or eliminate any potential problems as funded projects are financially reconciled.

As projects are completed, we will work with the City to conduct preliminary reviews of the documentation and files, complete a final site inspection, and assist with the financial and programmatic closeout of the project. Our personnel ensure that all documentation is organized to justify all project expenditures per the approved scope of work. When final closeout teams or auditors review the project, all documentation will be available in a form that meets both FEMA and state requirements.

3.7.K. Appeal Services and Negotiations.

As the City is well aware, there are times when FEMA makes eligibility determinations on work performed, costs incurred, and methods of procurement that are not favorable to the Recipient or Subrecipient resulting in the loss of FEMA funding. The FEMA PA program affords two time-sensitive opportunities to appeal an unfavorable determination: the first appeal at the FEMA Regional level, and the second appeal at the FEMA Headquarters level. Being able to prepare, argue, and successfully resolve appeals based on programmatic guidelines and policies can be the difference between the re-instatement of the funds lost or having to absorb the costs internally for the work performed.

Witt O'Brien's will use its extensive understanding of law, regulation, policy, and guidance, along with our knowledge of FEMA precedent and tested methods of arguing and negotiating resolutions with FEMA, to obtain the best possible results for the City should the City disagree with any federal grant program determinations.

Witt O'Brien's will assist the City with any appeals chosen to pursue and provide expert technical assistance in the preparation of the appeal plus supplemental responses and oral arguments required in the appeals process. We will assist with tracking timeframes for appeal submittals and follow up with state and FEMA on a regular basis regarding determinations and responses to and Requests for Information as necessary.

3.7.L. Reconstruction and Long-Term Infrastructure Planning.

Recovery is highly complex, often taking months or years to implement and can consume the time and energy of existing staff. Witt O'Brien's helps the City and its stakeholders organize and plan for recovery. Our experience with developing and implementing long-term recovery plans allows the community's planning efforts to result in more complete and effective reconstruction and recovery.

3.7.M. Final Review of All Emergency and Permanent Work Performed.

The Closeout process begins immediately after the first grant dollar is spent and is a continuous process throughout the response and recovery. Witt O'Brien's helps its clients navigate the process, develop effective and efficient business systems to manage grant documentation, reconcile accounts to justify claims/payments, and conduct final site inspections. Witt O'Brien's will work with the City to establish a central document collection and repository location and filing system as well as create electronic files of all pertinent documentation for long term storage and easy transmittal to the state and FEMA if needed in the project preparation through closeout and audit process.

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

TAB 4: COST PROPOSAL FORM/FEE SCHEDULE

The completed Cost Proposal Form/Fee Schedule is contained below, along with a list of "Additional Suggested Positions".

COST PROPOSAL FORM/FEE SCHEDULE

Positions	Estimated Monthly Hours *(1)*	Hourly Rate
Project Manager	80	$ 67.00
Operations Managers	160	$ 58.00
GIS Analyst	16	$ 50.00
Field Supervisors	670	$ 49.00
Debris Site/Tower Monitors	390	$ 34.00
Environmental Specialist	16	$ 75.00
Project Inspectors (Citizen Drop-Off Site Monitors)	870	$ 34.00
Field Coordinators (Crew Monitors)	1,740	$ 49.00
Load Ticket Data Entry Clerks (QA/QC)	750	$ 29.00
Billing/Invoice Analysts	40	$ 35.00
Data Manager	16	$ 55.00
Public Assistance Coordinator	80	$ 120.90
FEMA/FHWA Specialist	320	$ 90.00

Additional Suggested Positions

Position	Hourly Rate
Grants Project Manager	$139.50
Senior Grant Management Consultant	$130.20
Subject Matter Expert	$130.20
Senior Hazard Mitigation Specialist	$130.20
Hazard Mitigation Specialist	$120.90
Senior Planner	$170.00
Planner	$110.00
Senior Insurance Specialist	$130.20
Insurance Specialist	$120.90
Office/Clerical	$ 37.20

Cost Proposal Notes

- The hourly rates include all applicable overhead and profit.
- All non-labor related project costs will be billed to the City at cost without mark-up. This includes travel expenses such as airfare, hotel, per diem, rental car and/or mileage, which will be billed in accordance with the current GSA schedule.
- All expenses shall be submitted with full supporting documentation in compliance with FEMA guidelines for reimbursement.

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TAB 5: ATTACHMENTS

As requested in the RFP, we hereby provide our Business License for the State of Florida.

State of Florida
Department of State

I certify from the records of this office that WITT O'BRIEN'S LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 14, 2010.

The document number of this limited liability company is M10000003124.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on April 25, 2019, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of August, 2019

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 3252179093CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

TAB 6: CITY DOCUMENTS

Per the RFP, we provide the following required forms for your consideration on the following pages:

- Proposal Signature page
- Acknowledgement of Addenda
- Proposer Information Form

Supplier Information

Company Name: Witt O'Brien's, LLC

Contact Name: Greg Fenton

Address: 2200 Eller Drive

Ft. Lauderdale, FL 33316

Phone: 281-320-9796

Fax: 954-524-9185

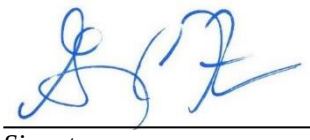
Email: contractrequests@wittobriens.com

Supplier Notes

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Greg Fenton

Print Name



Signature

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Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

March 3, 2020

ADDENDUM #1, RFP E-08--20 DISASTER

RECOVERY MANAGEMENT SERVICES

To Whom It May Concern,

Please note **Section E. Insurance Requirements** have been revised. See Revised Bid Solicitation for new insurance requirements.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

Acknowledged By: Greg Fenton, Chief Operating Officer

04/10/2020

Date

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City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

March 17, 2020

ADDENDUM #2, RFP E-08-20 DISASTER

RECOVERY MANAGEMENT SERVICES

To Whom It May Concern,

Please note **Section C. <u>Selection/Evaluation Process</u>** has been revised. See "Final Revision" of Bid Solicitation.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

Acknowledged By: Greg Fenton, Chief Operating Officer

04/10/2020

Date

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City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

March 22, 2020

ADDENDUM #3, RFP E-08-20 DISASTER

RECOVERY MANAGEMENT SERVICES

To Whom It May Concern,

Addendum #3 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system has been extended to **2:00 p.m. (local), April 13, 2020.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

Acknowledged By: Greg Fenton, Chief Operating Officer

04/10/2020
Date

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COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-08-20, Disaster Recovery Management Services
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Greg Fenton Title Chief Operating Officer

Company (Legal Registered) Witt O' Brien's LLC

Federal Tax Identification Number 27-2783923

Address 2200 Eller Drive P.O. Box 13038

City/State/Zip Fort Lauderdale FL 33316

Telephone No. 281 -320-9796 Fax No. 954 524 9185

Email Address gfenton@wittobriens.com, cc: contractrequests@wittobriens.com

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WITT O'BRIEN'S
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APPENDIX A – RESUMES

We present detailed resumes on the following pages of our proposed personnel:

Project Principals/Advisors

- Charles Bryant, Senior Advisor – Disaster Debris Monitoring
- Colin Vissering, Senior Advisor – Emergency Management Planning and Training
- Jonathan Hoyes, Senior Advisor – Public Assistance Consulting

Disaster Debris Monitoring Team

- Sheletta Cossey, Project Manager – Disaster Debris Monitoring
- Rodney Byrd, Operations Manager
- Brian Weed, Field Supervisor
- Melvin Vaughn, Data Manager

Planning Team

- Matt Stanley, Project Manager – Planning/Preparedness
- Frank Castro-Wehr, Senior Planner/Analyst

Recovery Team

- Valarie Philipp, Project Manager – Grants
- Paul Bustanji, Senior Grant Management Consultant
- Lynne Storz, Senior Grant Management Consultant
- James Crouch, Public Assistance Coordinator
- Shaletha Smith, Public Assistance Coordinator
- Evan Rosenberg – Subject Matter Expert (Appeals)

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WITT O'BRIEN'S
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Charles Bryant is the Director of Disaster Debris Services with Witt O'Brien's. He is a highly qualified debris and emergency response specialist with more than 30 years of experience in emergency response services and 10 years of experience specifically in debris monitoring. Charles is one of only two preeminent, nationally recognized instructors of debris management at FEMA's national training center EMI. He has managed complex, large-scale debris management operations in Louisiana, Georgia, New York/New Jersey, and Texas.

Charles is fully qualified in providing problem resolution assistance and coordination for FEMA Public Assistance (PA) Category A and B grant funding and liaising with state agencies for PA grant funding and project development. His expertise also includes serving as debris technical advisor providing technical assistance for development of FEMA Project Worksheets (PWs) for Category A debris removal projects.

DEBRIS MONITORING, COLUMBIA COUNTY, GEORGIA.

As Debris Technical Advisor, provided technical assistance to the county for development of FEMA Project Worksheets for Category A debris removal, served as technical advisor for FEMA eligibility determinations, contractor oversight, debris management site operations, and monitoring operations.

DEBRIS MONITORING, STATE OF NEW JERSEY.

After Superstorm Sandy, Charles served as a Subject Matter Expert to provide technical assistance for the Governor's Office of Recovery and Rebuilding (GORR), providing planning and operational support for Recovery Operations, worked with other Recovery Team personnel to identify Recovery Strategies as they relate to debris removal operations, and provided assistance in the development, management and establishment of operational strategies for Wet Debris removal for New Jersey Department of Environmental Protection.

DEBRIS MONITORING, STATE OF LOUISIANA.

Provided technical assistance and served as SME for Debris Operations in response to Hurricane Isaac for State of Louisiana. Worked as technical advisor to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), providing planning and operational support for Recovery Operations

HSEEP EXERCISE, BALTIMORE, MARYLAND.

As an HSEEP Exercise Developer, Charles developed the first HSEEP-compliance exercise focused specifically on debris removal operations and coordination for the Baltimore Metropolitan Council in 2009, which provides regional planning for the Baltimore, MD area, that includes Baltimore City,

CHARLES BRYANT

SENIOR ADVISOR, DISASTER DEBRIS MONITORING

YEARS OF EXPERIENCE

35+ Years

EDUCATION

Louisiana State University, Eunice Associate Fire Science Degree Programs.

Introduction to Fire Science
Introduction to Fire Suppression
Fire Behavior
Fireman Training
Officer Training
Hazardous Materials Tactical Considerations
Hazardous Materials On-Scene Coordinator
Fire Department Insurance Rating

Texas A&M University
Fire Service Technology Computer-Aided Management of Emergency Operations
Fire Prevention, Level 5

LICENCES/CERTIFICATIONS/TRAINING

NIMS Advanced ICS Curricula Train the Trainer E449 – Certified Instructor
EMI E202 National Debris Management Planning – Certified Instructor
EMI National Debris Management – Trainer
FEMA Pilot Program Train the Trainer – Trainer
FEMA Intro to Emergency Management – Trainer
FEMA Liability Issues in Emergency Management – Trainer
National Fire Academy Fire Service, Financial Management & Planning – Trainer

ADDITIONAL WORK EXPERIENCE

AECOM, 2008 – 2010. Technical Assistance Contractor (TAC).

National Emergency Management Institute (EMI), (2005 – 2008, 2010).

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Baltimore County, Anne Arundel County, Howard County, and Harford County, MD.

DEBRIS MONITORING AND MANAGEMENT, STATE OF TEXAS.

As Regional Operations Manager, Charles was fully engaged in debris monitoring and management of multiple client operations in Texas due to Hurricane Harvey that impacted the state in August 2017. He helped monitor the removal of more than 543,000 CY of vegetative C&D debris and nearly 4,700 CY of household hazardous waste for the City of Port Arthur, City of West University Place, County of Waller, City of West Columbia, Clear Brook City MUD, and Village of Jones Creek.

DEBRIS MONITORING, STATE OF LOUISIANA.

As Debris Manager, provided response services and coordinated debris operations across the state after Hurricanes Gustav and Ike. Responsible for coordinating and overseeing debris removal, identifying staffing and monitoring levels, establishing schedules and monitoring plans, developing Project Worksheets, and providing environmental and historical guidance.

As Planning Manager, oversaw structural demolition activities and private property debris removal (PPDR), coordination, and development of planning strategies and operational objectives related to debris removal, with liaison support to all federal, state, and local partners after Hurricanes Katrina and Rita. Later served as the State of Louisiana Deputy Debris Manager for Debris Operations, with the responsibility for overall coordination of debris operations for the State of Louisiana to include coordination of debris removal, identifying staffing and monitoring levels, establish monitoring operations plan, project worksheet development and management and environmental and historical guidance for all debris operations and project oversight.

DEBRIS MONITORING, STATE OF TEXAS.

After Hurricanes Gustav and Ike, served as Technical Assistance Coordinator and provided assistance to Houston and Galveston communities to coordinate debris removal, Project Worksheet development, and management of historical and environmental guidance for all debris operations.

PROFESSIONAL AFFILIATIONS.

Louisiana State Emergency Response Commission, appointed by Governor Mike Foster in 1998 - 2005.

Southwest Louisiana Mutual Aid Association, Past President and lifetime member

Calcasieu Parish Local Emergency Planning Committee

Calcasieu Community Awareness and Emergency Response Group

Southwest Louisiana Fire Chiefs Association

Louisiana Fire Chiefs Association, Lifetime Member

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WITT O'BRIEN'S
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Colin Vissering is a Managing Director at Witt O'Brien's and has more than 25 years of experience in hazard mitigation, pre-disaster planning, environmental consulting, and historic preservation.

Colin is a certified urban planner and floodplain manager who has helped develop many of the key, national-level mitigation programs of the past two decades, including the "How-To" series of planning guides, which has defined methodologies for all FEMA-funded mitigation planning efforts, since the inception of the program. Colin has led hundreds of pre- and post-disaster hazard mitigation and risk reduction initiatives, including supporting the U.S. Virgin Islands Emergency Management Agency (VITEMA) Hazard Mitigation Grant Program by developing over 170 projects. He has also led efforts to develop VITEMA's Comprehensive Territorial Hazard Mitigation Plan, one of the most substantial plans funded by FEMA, which addresses land-use policy, flood management, sector-based risk assessments, infrastructure evaluations, sea-level rise, and other climate factors. He has been involved in the design and development of applications and the implementation of coastal flood mitigation projects in New York City urban areas and both structural and non-structural coastal protection systems in the U.S. Virgin Islands (USVI).

Since 1993, Colin has been deployed to 15 large-scale disasters to lead mitigation efforts or serve as an environmental subject matter expert. He has supported the implementation of mitigation programs for more than 100 other disasters, which has involved the review and development of mitigation grant projects, developing training programs, and evaluating policy issues. He has also managed long-term recovery efforts, cultural and environmental resource activities, and regulatory and policy development in locations nationwide.

COLIN VISSERING
SENIOR ADVISOR, EMERGENCY MANAGEMENT

YEARS OF EXPERIENCE
25+ Years

EDUCATION
University of Maryland
Master of Community Planning (MCP)

George Washington University
B.A. – International Affairs

LICENCES/CERTIFICATIONS
Certified Floodplain Manager (CFM)

American Institute of Certified Planners – AICP

ADDITIONAL PROFESSIONAL EXPERIENCE
URS Group, Group Manager.

FEMA, Environmental Protection Specialist.

WITT O'BRIEN'S, MANAGING DIRECTOR, DISASTER RECOVERY, HAZARD MITIGATION, RESILIENCY, 2018 – PRESENT.

Hazard Mitigation Grant Program, USVI. After Hurricanes Irma and Maria, Colin has served as the senior mitigation and resiliency advisor to the VITEMA to implement all aspects of the 404 and 406 Hazard Mitigation Grant Programs (HMGP). He has ensured the development of more than $300 million in HMGP projects that include some of the broadest assortments of project types seen in disaster recovery, from Coral and Mangrove restoration to reduce coastal flooding and erosion, to unique designs for flood reduction that take a "Ridge to Reef" approach to the challenging topography and flooding issues that affect many Caribbean Islands.

HMGP Applications, USVI. As the USVI's primary HGMP advisor, Colin has overseen the development of more than 33 HMGP applications, totaling $125 million. Nearly half have already been approved and funded by FEMA, while the rest are in eligibility review with ongoing rolling approvals.

Key HMGP projects approved to date include $7.3 million for code enforcement; updating the Territory's geodetic benchmarks for surveying; a $4.9 million hazard mitigation plan; funding for retrofit and reconstruction of fire stations; back-up communication equipment; and innovative solutions for emergency back-up power.

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VISSERING CONSULTING GROUP, PRESIDENT, 2012 – PRESENT.

FEMA Program Manager. As a nationally recognized expert in HMGP, the National Environmental Policy Act (NEPA), and Historic Preservation compliance efforts related to implementing mitigation programs, Colin guided the development of FEMA's regulations and policies related to 44 CFR Part 10, development and delivery of NEPA and Cultural Resource Courses, and completion of more than 150 NEPA compliance documents, primarily environmental assessments. He was closely involved in the development of FEMA's Regional Environmental Officer Cadre.

Health Resources and Services Administration (HRSA) Review of Recovery Act Grants. As Deputy Program Manager, coordinated the evaluation of over 1,000 reviews of medical center construction and rehabilitation projects nationwide. Helped develop a comprehensive database and was primary author of two nationwide programmatic environmental assessments that allowed for the completion of more than 600 of the application reviews within three months of initiation of the project.

Hazard Mitigation and Coastal Resiliency Projects, New York, New York. As a subject matter expert, Coin provided direct assistance to the City of New York's Office of Emergency Management in developing and implementing hazard mitigation and coast resiliency projects under FEMA's HMGP. Over $400 million in projects have been approved to date and include a wide range of mitigation activities, from hardening and protecting public housing units to structural flood control projects along coastal communities (e.g., dune systems, urban flood walls, and other protection systems).

GREENHORNE AND O'MARA, VICE PRESIDENT, RESOURCE MANAGEMENT DIVISION, 2002 – 2005.

FEMA Program Manager. Colin served as a Planning Advisor and was assigned to FEMA HQ to help develop processes for the development of the Early Recovery Strategies for Communities, which outlined a framework for recovery for communities impacted by Hurricane Katrina. He was also responsible for coordinating long-term recovery issues with Hazard Mitigation and Planning requirements, as well as coordinating with relevant associations involved in the recovery efforts (including the APA and AIA).

Hurricane Katrina Gulf Coast recovery Office, New Orleans, Louisiana. As a Hazard Mitigation Action Officer, Colin was responsible for implementation of FEMA mitigation and recovery programs. He streamlined environmental and historic preservation regulatory compliance across all of the Gulf Coast states impacted by Hurricanes Katrina and Rita. He worked to assess NEPA compliance efforts and worked with FEMA to update policies, guidance, and regulations to allow for improved program funding.

OTHER PROJECT-RELATED EXPERIENCE.

Global Match Initiative, State of Mississippi, Department of Community Affairs. As a subject matter expert, Colin provided mitigation grant program expertise as part of a team developing CDBG and other grant applications to be used as a match for over $500 million in FEMA mitigation grant funds. Developed grant applications, policy papers, and documentation to support use of these projects as part of the 25% non-federal match.

Long-Term Recovery Planning, FEMA ESF #14. As a senior planner, Colin was assigned to ESF #14 at FEMA HQ to help develop processes for the development of early recovery strategies for communities, outlining a framework for recovery for communities impacted by Hurricane Katrina. He was also responsible for coordinating long-term recovery issues with Hazard Mitigation and Planning requirements, as well as coordinating with relevant associations involved in the recovery efforts (including the American Planning Association and American Institute of Architects).

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FEMA Technical Assistance and Research Contracts (TARC). As Principal and Program Manager, Colin was responsible for the effective completion of all task orders under FEMA's $16 million TARC contract. These included technical design specifications for hazard mitigation actions, strategies for implementation of mitigation programs, building performance assessments following disasters, and problem focused studies related to building sciences and technologies.

Hazard Mitigation Technical Assistance Program. As the Environmental Functional Area Leader, Colin led environmental and historic preservation-related tasks for the national technical assistance IDIQ contract for FEMA. He also served as the lead write for fact sheets highlighting issues related to streamlining EHP review across FEMA programs.

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Jonathan Hoyes is a career member of the federal government's Senior Executive Service (SES) and currently serves as a Subject Matter Expert in Public Assistance at Witt O'Brien's. His career spans thirty (30) years of public service and private sector experience in infrastructure systems and risk management. Jonathan has a proven track record of senior leadership, business development, strategic management, and outstanding client relationships.

Jonathan has led field delivery of infrastructure and community assistance (Public Assistance, Individual Assistance and Mitigation programs) in all ten FEMA Regions, Puerto Rico and the United States Virgin Islands. As the Federal Disaster Recovery Coordinator (FDRC) in Puerto Rico in 2019, Jonathan was the Lead Federal Official for all federal recovery efforts. He also had direct responsibility for over 3,000 federal staff on-island.

During his tenure as Public Assistance Division Director, Jonathan has overseen infrastructure recovery on over 100 major disasters nationwide, numerous emergency declarations, and dozens of Fire Management Assistance Grant Program declarations. These major events include some of the most costly and impactful natural disasters in U.S. history – Hurricanes Harvey, Irma, Maria, Florence, and Michael. The size and scale of these events is unprecedented – with estimates exceeding the total, combined assistance provided in the previous 38 years since the creation of FEMA in 1979.

WITT O'BRIEN'S, 2006 – PRESENT.
Associate Managing Director.

Jonathan is a Subject Matter Expert in Infrastructure, Risk Assessment, and FEMA programs.

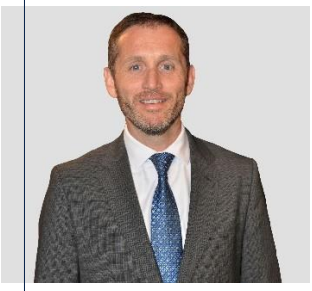
FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) PUBLIC ASSISTANCE (PA) DIVISION, NATIONALLY
PA Director.

As the PA Director, Jonathan was also the Certifying Authority (CA) for the 6,000+ national cadre of full-time and part-time Public

Assistance federal employees. He also oversaw three, geographic sector-based Technical Assistance Contractors (TAC) with multi-year, multi-billion-dollar contracts.

TECHNOLOGICAL HAZARDS DIVISION (THD), FEMA

JONATHAN HOYES
SENIOR ADVISOR, PUBLIC ASSISTANCE



YEARS OF EXPERIENCE
30 Years

EDUCATION
American University
MBA Finance and International Business

University of Wales BEng
Civil Engineering

LICENCES/CERTIFICATIONS
Top Secret (TS-SCI) Security Clearance

PROFESSIONAL EXPERIENCE
Witt O'Brien's, LLC
Subject Matter Expert, Public Assistance

FEMA
Senior Executive

ATCS, PLC
Owner / Partner
Vice President of Disaster Services

Dewberry
Senior Consultant

WRc Group
Engineer and Consultant

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Director.

Jonathan was responsible for overseeing preparedness activities related to radiological and chemical weapons hazards in coordination with Federal, State, local, tribal and key private sector partners inside the United States (US). Jonathan and staff assured community preparedness in 37 States, with a population of over 160 million Americans, and across all ten FEMA Regions through the Radiological Emergency Preparedness Program (REPP) and the Chemical Stockpile Emergency Preparedness Program (CSEPP) through the design and implementation of a Reasonable Assurance Alignment Framework (RAAF).

FIELD OPERATIONS DIRECTORATE (FOD), FEMA OFFICE RESPONSE AND RECOVERY (ORR)

Assistant Administrator.

Jonathan led the formation and stand up of a new Field Operations Directorate (FOD), within the FEMA's Office Response and Recovery (ORR). As FOD's first Assistant Administrator, Jonathan integrated four Divisions, and over three hundred staff, at six locations nationwide, to create an efficient and effective new Directorate. This was achieved by creating a common understanding of their individual and combined role to support the mission of FEMA's field operations.

NATIONAL DISASTER RECOVERY PLANNING DIVISION (NDRPD), FEMA

Director

Jonathan led the integration of NDRPD with the Office of Federal Disaster Coordination (OFDC). As the leader of this new Division, Jonathan had responsibility to lead, train, equip, and manage FEMA's field leadership, including Federal Coordinating Officers (FCO) and Federal Disaster Recovery Coordinators (FDRC). During that time, he also served two years as the Chair of the interagency Recovery Support Function Leadership Group (RSFLG). Importantly, Jonathan also led the development and revision of the nation's National Recovery Doctrine.

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WITT O'BRIEN'S
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Sheletta Cossey has over six years of experience in debris monitoring, Project Data Management and Administration.

She began her recovery services career as a field monitor during the recovery efforts of Hurricane Matthew in 2016, and now serves as a Disaster Recovery Data Manager. She is a thoroughly trained as a debris specialist, as well as knowledgeable in data reconciliation purposes. She has been the Data Manager on several large scale, simultaneous projects.

She has solid expertise in debris management and monitoring processes, procedures, and best practices. She manages the electronic ticketing process from its inception, which involves determining cubic yard estimations, managing upwards of 3,000 tickets, and 20,000 cubic yards daily as a data manager of extensive debris projects. Having demonstrated proven success in every aspect of disaster response, Sheletta specializes in smooth and efficient project data management start-up and close-out.

She is also experienced in providing statistical data and operational coordination, preparation, and organization of disaster recovery data.

Sheletta's easy transition into debris management is largely due to her experience in financial advisement and planning. She is accustomed to working closely with clients to analyze financial data and objectives, including account management, advisement strategies, risk tolerance, and updating client portfolios. As an Account Manager, she was required to flawlessly execute the logistics of financial advisement, with respect to timeliness, customer satisfaction, and effective oversight of the financial reporting process.

SHELETTA COSSEY PROJECT MANAGER, DISASTER DEBRIS MONITORING

YEARS OF EXPERIENCE

6 Years

EDUCATION

Allied American University

B.S. Business Administration

LICENCES/CERTIFICATIONS/TRAINING

SEE ON FOLLOWING PAGE

AREAS OF EXPERTISE

- Debris Monitoring
- Data Management
- Financial Reconciliation
- Administration

In addition, her preliminary role in office management provided the foundation for her projected financial career. In this position she maintained office operations and procedures, including payroll, managing inventory budget, approving supply requisitions, and monthly reporting of profit and loss statements. She is effective in her ability to serve as a branch in the intersection of customer satisfaction and company standards.

STATE OF NORTH CAROLINA, HURRICANE FLORENCE

Sheletta served as the data manager for the City of Wilmington and New Hanover County. She provided daily project cubic yards totals, QA/QC of ticketing data, and reconciliation of financial hauling data following Hurricane Florence.

STATE OF FLORIDA, HURRICANE IRMA

Sheletta served as the data manager for 28 cities and counties in the state of Florida on Witt O'Brien's response and reporting team on the recovery efforts from Hurricane Irma in 2017. She managed the South Florida Data Processing Center in Ft. Lauderdale, Florida, for which is managed 12-36 Data Entry Clerks.

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MULTIPLE CLIENTS, GEORGIA, HURRICANE MATTHEW

Sheletta was the Project Administrator/Data Manager for multiple clients and was responsible for managing HR files and data entry for the City of Savannah, City of Brunswick, and Glynn County Georgia during recovery efforts from Hurricane Matthew 2016.

CERTIFICATIONS/TRAININGS

FEMA: IS-001, IS-003, IS-005, IS-007, IS-008, IS-010, IS-011, IS-015, IS-22, IS-036, IS-055, IS-100, IS- 111, IS-120, IS-139, IS-200, IS-208, IS-212, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-271, IS-275, IS-288, IS-279, IS-292, IS-300, IS-318, IS-324, IS-362.a, IS-393, IS-394, IS-395, IS-400, IS-546, IS-547, IS-630, IS-00632.a, IS-00633, IS-634, IS-650, IS-700, IS-775, IS-800, IS-814, IS-870

24-Hour HAZWOPER

FEMA Classroom Training: DF-100, DF-105, DF-106, DF-109, DF-120, DF-128, DF-219, DF-228, DF- 304, DF-305, DF-308, DF-310, DF-319, DF-416, DF-418, DF-420, DF-421, DF-434, DF-435, DF-437, DF-500, DF-505, DF-506, DF-507, E-253, E-273, E-276, E-842, L-273, L-386, L-701

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Rodney Byrd joined Witt O'Brien's in 2017 as an Emergency Response Coordinator in the Debris Division.

He has more than three years of experience in emergency response for debris monitoring and removal. He has an advanced working knowledge of eligibility guidelines for FEMA debris regulations and funding programs. Rodney has been a part of management teams overseeing the successful removal of millions of cubic yards of storm-related debris.

Rodney provides phenomenal disaster response leadership with an unsurpassed degree of quality. He possesses a tremendous ability to work under pressure while remaining focused on delivering top results. As an effective team leader, he inspires the trust and respect of all persons involved with the project. Rodney has experience dealing with state and federal agencies to ensure all requirements are met for reimbursement.

LAFOURCHE PARISH, LA, HURRICANE BARRY (2019)

Rodney was the Project Manager for debris removal operations following Hurricane Barry.

CITY OF WILMINGTON, NC, HURRICANE FLORENCE (2018)

Rodney was the Project Manager for debris removal operations following Hurricane Florence, overseeing the removal of approximately 896,462 cubic yards of debris. He ensured the proper removal of hazardous trees, in addition to DOT, Private Property, Private Roads, and ROW debris removal.

U.S. VIRGIN ISLANDS, HURRICANES IRMA AND MARIA (2017-2018)

Rodney supervised mapping efforts in the Virgin Island to identify debris eligible for FEMA reimbursement

STATE OF GEORGIA, HURRICANE IRMA (2017)

Rodney managed operations for Glynn County and the City of Brunswick during the debris removal operations following Hurricane Irma. He supervised the successful removal of approximately 685,000 cubic yards of ROW/Private Property debris. Debris types included construction and demolition debris, vegetation, and hazardous trees.

TEXAS, HURRICANE HARVEY (2017)

Rodney supervised field operations on multiple projects during the Hurricane Harvey response resulting in the collection of over 700,000 cubic yards of Right of Way/Private Property debris in Waller County, Clearbrook MUDD, West University, and Port Arthur, TX. Debris types included construction and demolition debris, white goods, and e-waste.

RODNEY W. BYRD
OPERATIONS MANAGER

YEARS OF EXPERIENCE
6 Years

LICENCES/CERTIFICATIONS
IS-632.a; IS-633; IS-100.c; IS-200; IS-200.b; IS-700.b; IS-800.c; IS-300; IS-400

OSHA 24-Hour HAZWOPER

AREAS OF EXPERTISE
- Disaster Recovery
- Debris Specialist
- Staff Management
- Debris Project Scheduling

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WITT O'BRIEN'S
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Brian Weed has 4+ years of disaster recovery experience. He is responsible for debris monitoring and removal projects in response to major disaster.

Brian has served as a debris monitor, debris supervisor, and operation manager for debris removal projects following Hurricanes Matthew, Irma, Maria and Florence. He served as Debris Supervisor for the State of South Carolina during Hurricane Matthew and an Operations Manager for the State of Florida during Hurricane Irma debris monitoring projects. To-date, he has overseen millions of cubic yards of various types of debris. Brian also proudly served in the US Navy.

WILMINGTON N.C, HURRICANE FLORENCE (SEPTEMBER 2018 – PRESENT)

Brian has been the DMS Supervisor for debris removal operations following Hurricane Florence, for which he has to date Supervised the removal of over 700 thousand cubic yards of debris

US VIRGIN ISLANDS, HURRICANES IRMA AND MARIA (2018)

Brian worked in the US Virgin Islands as a Supervisor for St. Thomas island. He Supervised the removal of USVI WAPA (Water and Power Authority) debris generated by Hurricanes Irma & Maria. After completing the WAPA debris project, he worked as a Supervisor for St. Croix, mapping electronically all hazardous limbs, hazardous trees and hazardous stumps for the USVI Department of Public Works

FLORIDA, HURRICANE IRMA (2017-2018)

Brian served as Operations Manager for Fernandina Beach and Nassau County for the debris removal operations following Hurricane Irma. He managed staff and the removal of over 500,000 cubic yards of vegetative and C&D debris.

SOUTH CAROLINA, HURRICANE MATTHEW (2016-2017)

Brian served as Debris Supervisor for the debris removal operations for Hilton Head Island S.C. and Florence S.C. following Hurricane Matthew. He supervised the removal of over 2.3 million cubic yards of vegetative, construction and demolition, and White goods.

BRIAN WEED
FIELD SUPERVISOR

YEARS OF EXPERIENCE
4+ Years

LICENCES/CERTIFICATIONS
ICS 100, ICS 200, ICS 634, ICS 700, ICS 800

AREAS OF EXPERTISE
- Disaster Recovery
- DMS Supervision

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Melvin Vaughn has had more than 2 years of experience in project tracking and data management for disaster debris management projects using Automated Debris Management Systems.

He provides oversight and quality assurance of field data collected as well as supporting project documentation. As a Data Manager, Melvin reconciles recorded data with contractor invoices, develops Reconciliation Reports and Payment Recommendations for the client. He is also responsible for EXPORTING data to create client reports, coordinate and track reconciled tickets against unreconciled tickets and report the findings, tracking voided tickets, and maintaining all project related documentation.

STATE OF NORTH CAROLINA, HURRICANE FLORENCE

Melvin served as the data manager for the City of Wilmington following Hurricane Florence in 2018. He provided daily project cubic yards totals, QA/QC of ticketing data, and reconciliation of financial hauling data.

MELVIN VAUGHN
DATA MANAGER

YEARS OF EXPERIENCE
2 Years

EDUCATION
American Intercontinental University, Hoffman Estates, IL
MBA, Finance, 2018
BBA, Accounting, 2017
AA, Business Administration, 2007

LICENCES/CERTIFICATIONS
Class A CDL, OSHA-10, Universal EPA Certification, Certified Thermite Welder

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Matt Stanley is a seasoned emergency manager with nearly 25 years of professional experience in disaster preparedness and response.

In emergency preparedness, Matt is an experienced public safety training instructor and has developed and delivered training programs for local and state police, firefighters, emergency managers, correction officers, code officials, and other public safety officials. His programs provided state and federal certification and American Council on Education (ACE) accreditation. He also led public information and public education programs focused on reputation management and community engagement and worked with FEMA's Emergency Management Institute to develop and update courses for the current Public Information Officer training curriculum.

Matt is a subject matter expert in risk and capability analysis and leads program assessments and plan development with a focus on community resilience. As a project manager and lead planner designer, he ensures deliverables meet client requirements including national industry standards and guidelines including FEMA, EMAP, NFPA, and ISO.

Matt has both extensive operational and administrative emergency management and on-the-ground emergency response experience Through his career as an emergency manager, firefighter, and public information officer (PIO), Matt has responded to numerous incidents including residential and industrial fires, wildfires, hazardous materials incidents and industrial accidents, technical rescues, tornadoes, floods, and explosive ordinance incidents. Matt was also the lead PIO for a multi-jurisdictional response and investigation into the 2008 Dixie Crystals Sugar Refinery explosion, where he worked closely with local, state, and federal responders and investigators. He received a commendation from the Governor of Georgia for his service and support as a key member of the 2004 G-8 Summit Public Information Team. Matt also supported federal and local governments as a member of FEMA's Hurricane Liaison Team.

His areas of expertise include: Program Assessments, Risk Assessments, Emergency Operations Plans, Disaster Recovery Plans, Continuity Plans, Hazard Mitigation Plans, EOC Trainings and Exercises, Crisis Communication, and Crude Oil Transportation Risk and Vulnerability

MATT STANLEY
PROJECT MANAGER – PLANNING/PREPAREDNESS

YEARS OF EXPERIENCE
25 Years

EDUCATION
Georgia Southern University
B.A.-Communication Arts

LICENCES/CERTIFICATIONS
NIMS 100-400, 700, 800
Certified Firefighter, Fire Inspector, Fire Instructor, Public Safety Educator, Hazmat Responder, Arson Investigator, and Technical Rescue, Emergency Managers Association of Georgia, Natural Hazard Mitigation

ADDITIONAL TRAININGS
FEMA Classroom Training: Operations I, Cost Estimating Format, G-202 – Debris Management

FEMA EMI Courses: FEMA IS-008, FEMA IS-056, FEMA IS-100, FEMA IS-156, FEMA IS-200, FEMA IS-253, FEMA IS-279, FEMA IS-300, FEMA IS-318, FEMA IS-340, FEMA IS- 386, FEMA IS-393, FEMA IS-400, FEMA IS-403, FEMA IS-547, FEMA IS-613, FEMA IS-631, FEMA IS-632, FEMA IS-700, FEMA IS-800, FEMA IS-801, FEMA IS-803

EMERGENCY MANAGEMENT PREPAREDNESS -- CALIFORNIA STATE UNIVERSITY SYSTEM, CA (2015 – PRESENT)

As part of the Witt O'Brien's emergency management team for CSU, Matt assists in reviewing and developing plans, develops and facilitates training, and serves on the system's Emergency Management Affinity Group and Business Continuity Affinity Group to provide support and technical assistance to the various campuses of the CSU system. Matt also provides regular consultation to the university system's executive management on current issues and concerns.

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IOWA CRUDE OIL AND BIOFUELS TRANSPORTATION STUDY – IOWA (2016)

Matt led a risk and vulnerability assessment on crude oil and biofuels railroad transportation incident response preparedness within the state of Iowa. The study was strategically developed to inform stakeholder groups of the characteristics, risks, prevention, and emergency response system status and capabilities for crude oil and biofuels rail transportation in the state, and to measure Iowa's preparedness, prevention, response, and recovery capabilities in the event that a crude oil or biofuel rail transportation incident were to occur.

NORTH DAKOTA CRUDE OIL PREPAREDNESS RESPONSE STUDY – NORTH DAKOTA DEPARTMENT OF EMERGENCY SERVICES (2015 – 2016)

Matt was the Project Manager and primary author of a state-wide crude-by-rail incident response preparedness study. The study included state and local response capabilities, as well as risk and vulnerability to crude oil transportation by road, rail, and pipeline across the state of North Dakota. Quantitative and qualitative gap analyses results provided the foundation for recommended improvement actions by state and local authorities. The study resulted in a report to the Governor on the state of response preparedness in the wake of catastrophic rail incidents involving North Dakota light crude oil.

NORTH DAKOTA STATE RAIL PLAN - NORTH DAKOTA DOT (2015-2016)

Matt developed portions of the 2016 North Dakota State Rail Plan to incorporate risk, vulnerability, and incident response capabilities into the federally required plan update. His work included analyzing North Dakota rail accident data, reviewing and summarizing current proposed state and federal practices and regulations that address hazardous materials rail transportation, and identifying the key roles and responsibilities of state departments, and state-supported entities, to hazardous materials incidents.

EMERGENCY OPERATIONS PLAN ASSESSMENT -- ANAHEIM TRANSPORTATION NETWORK, ANAHEIM, CA (2015)

Matt provided project management, quality assurance and gap analysis for a review and assessment of the Anaheim Transportation Network's (ATN) emergency operations plan. The assessment analyzed ATN's existing emergency management plan for the 20 numbered routes of the Anaheim Resort Transportation on current national standards and best practices, including the provisions outlined in Comprehensive Preparedness Guide 101 and the Emergency Management Accreditation Program standards.

EMERGENCY MANAGEMENT PROGRAM ASSESSMENT -- CITY OF MIRAMAR, FL (2014)

Matt provided project management and quality assurance for a review and assessment of the city of Miramar, Florida's emergency management program. The review analyzed Miramar's existing emergency management based on current national standards and best practices, including the provisions outlined in Comprehensive Preparedness Guide 101 and the Emergency Management Accreditation Program standards.

COMMUNITY PLANNING WORKSHOPS -- MIAMI-DADE COUNTY, FL (2014, 2019)

Matt participated as a facilitator for crisis communication sessions at a community planning workshop for Miami-Dade County, Florida.

REGION THREAT AND HAZARD IDENTIFICATION AND RISK ASSESSMENT, MIAMI – FORT LAUDERDALE URBAN AREA SECURITY INITIATIVE (2012 – 2013)

Matt was a primary researcher and developer of the Miami-Fort Lauderdale Urban Area Security Initiative (UASI) Region Threat Hazard Identification and Risk Assessment (THIRA) for Palm Beach,

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Broward, Miami-Dade and Monroe counties in Florida. He engaged local, state, federal, and private industry stakeholders from across the four-county region. He also developed and exercised threat and hazard impact scenarios to determine specific target capabilities for the UASI region and Matt developed a comprehensive and actionable THIRA that exceeded federal compliance guidelines.

NORTH DAKOTA LEGISLATIVE FLOOD MITIGATION AND RESPONSE STUDY – STATE OF NORTH DAKOTA (2012 – 2013)

Matt managed the development of the response section while informing and supporting development of the mitigation section of this study to determine the level of flood hazard preparedness across the state.

HAZARD MITIGATION PLANNING – MULTIPLE CLIENTS IN STATE OF LOUISIANA (2010 – 2013)

Matt developed multi-jurisdictional hazard mitigation plans for Caldwell, Concordia, Jackson, Lafayette, Lincoln, Morehouse, and Union parishes in Louisiana. He also developed a multi-jurisdictional hazard mitigation plan for town of Sterlington in Ouachita Parish, LA and developed an update for the State of Louisiana's Hazard Mitigation Plan.

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Frank Castro-Wehr has more than 30 years of experience with emergency management projects, including emergency preparedness and response activities, as well as experience with environmental engineering, assessment, and hazardous materials removal and remediation work.

As a Director of Readiness and Resilience Programs for Witt O'Brien's, Frank provides technical expertise, project management, and consultation services to government, private and non-profit sector clients on emergency management, including preparedness, continuity, and response activities.

Frank has supported the planning, training, exercising, and evaluating of both public entity and private facility emergency programs.

EMERGENCY MANAGEMENT PREPAREDNESS -- CALIFORNIA STATE UNIVERSITY SYSTEM, CA (2015 – PRESENT)

Assisted in the development of the Business Continuity Plan for the Chancellor's Office, and incorporation of business continuity elements into the emergency management coordination structure of the Office. Developed and facilitated multiple tabletop exercise to use and expand on continuity plan implementation strategies.

COUNTY OF SACRAMENTO CONTINUITY PROGRAM, SACRAMENTO, CA

Managed a team that developed the COOP /COG plans for the County. Developed inter-connectivity matrices that supported the relocation and other strategies and ensured resources for essential function continuity were effectively managed. Worked with County Executives to establish a continuity coordination component that aligned with EOC operations in large scale events.

CITY OF SACRAMENTO CONTINUITY PROGRAM, SACRAMENTO, CA

Managed a team that developed the COOP /COG plans for the City, including annexes for the activation of continuity teams in all departments.

FRANK CASTRO-WEHR

SENIOR PLANNER/ANALYST – EMERGENCY MANAGEMENT

YEARS OF EXPERIENCE

30 Years

EDUCATION

Graduate Theological Union, Berkeley, California
MA, Philosophy and Theology.

University of Arkansas BS, Chemical Engineering

LICENCES/CERTIFICATIONS/TRAINING

2015 Certification - Business Continuity Institute (CBCI)

Homeland Security Exercise and Evaluation Program (HSEEP) Certified

California Specialized Training Institute: Enhanced Exercise Design

FEMA Professional Continuity Practitioner

US Department of Justice, FBI IED Awareness

American Red Cross Shelter Volunteer Course)

HESS CORPORATION, HESS TOWER BUSINESS CONTINUITY PLANNING, HOUSTON, TX

Developed a business continuity plan and process that would be activated in the case of an impact to the Houston headquarters building. Developed department and division plans that provided guidance for localized emergency, and emergency to satellite facilities that impacted the headquarters operations. Facilitated numerous planning workshops, and a training for senior leadership in plan implementation.

PORTLAND COMMUNITY COLLEGE, BUSINESS CONTINUITY PLANNING, PORTLAND, OR

Developed the continuity plan for all four colleges in the system and mapped the inter-connectivity between college campuses.

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Valarie Philipp is an Associate Managing Director at Witt O'Brien's with more than 20 years of experience in disaster preparedness, response, and FEMA Public Assistance (PA) recovery support.

Valarie is a Professional Engineer (PE) and has assisted state, county, and municipal governments; health care providers; educational institutions; and non-governmental organizations (NGOs) with disaster preparedness, response, and recovery. She is a subject matter expert in FEMA PA grants management, procurement compliance, appeals resolution, and disaster closeouts. She also has extensive experience with debris monitoring. Most recently, Valarie has been responsible for the management and oversight of 10 disaster debris monitoring projects and 15 FEMA grants management projects resulting from Hurricane Irma that impacted Florida in September 2017. Valarie regularly assists governmental clients with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing FEMA program training initiatives.

Prior to joining Witt O'Brien's, Valarie served as FEMA Technical Assistance Contractor (TAC) from 2004 to 2006, where she performed building damage assessments, prepared cost estimates, developed Project Worksheets (PWs), managed building assessment teams, and served as the Deputy Public Assistance Coordinator (PAC) for debris operations for Hurricane Katrina in South Florida. She also worked as a structural engineer for Wiss, Janney, Elstner, and Associates, undertaking forensic investigations for repairs and litigation support.

DISASTER RECOVERY SUPPORT, SCHOOL BOARD OF BROWARD COUNTY (SBBC), FLORIDA (2008 – PRESENT)

Valarie directed SBBC's long-term recovery efforts after the various disasters that impacted the Broward County School District from 2004 to 2012. She oversaw the reconciliation and closeout of debris removal projects, emergency protective measures, and permanent work that totaled more than $60 million. Valarie also assisted with gathering, reviewing, and compiling the relevant documentation for the final inspection and closeout of PWs, which involved identifying and pursuing more than $9 million in unclaimed FEMA funds and project cost over-runs, as well as more than $3 million in insurance benefits.

- When FEMA's Office of the Inspector General (OIG) conducted an audit of 32 of the School Board's projects, which were repairing $15 million in damages, Valarie assisted by gathering and submitting supporting documentation. She also prepared formal appeals to FEMA to dispute adverse funding decisions. Most recently, she has supported efforts to comply with updates to the FEMA program guidelines including updating procurement policies and procedures to be in line with federal procurement regulations as well as implementing disaster expenditure recording procedures to capture damages through the County by department, location, and by FEMA category of work.

VALARIE PHILIPP
GRANTS PROJECT MANAGER

YEARS OF EXPERIENCE
20 Years

EDUCATION
University of Florida
MSCE – Master's, Structural Engineering

University of Florida
B.S. – Civil Engineering

LICENCES/CERTIFICATIONS
Professional Engineer (PE):
Florida and Georgia

ADDITIONAL TRAININGS
FEMA Classroom Training: Operations I, Cost Estimating Format, G-202 – Debris Management

FEMA EMI Courses: FEMA IS-008, FEMA IS-056, FEMA IS-100, FEMA IS-156, FEMA IS-200, FEMA IS-253, FEMA IS-279, FEMA IS-300, FEMA IS-318, FEMA IS-340, FEMA IS- 386, FEMA IS-393, FEMA IS-400, FEMA IS-403, FEMA IS-547, FEMA IS-613, FEMA IS-631, FEMA IS-632, FEMA IS-700, FEMA IS-800, FEMA IS-801, FEMA IS-803

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SUPERSTORM SANDY RECOVERY, BOROUGH OF ALLENDALE, NEW JERSEY (2013 – 2018)

Valarie assisted the Borough of Allendale, New Jersey with their recovery efforts from Superstorm Sandy. She worked with the borough, state, and FEMA to prepare PWs and to prepare subsequent reimbursement requests and final closeout packages. She reviewed disasters that remained open prior to Sandy and prepared reports on their completeness to provide to the state to complete disaster closures.

- Recently, Valarie also prepared the Borough's FEMA project packages for Winter Storm Jonas that hit in February 2016.

LONG-TERM RECOVERY EFFORTS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FLORIDA (2008 – 2015).

Valarie assisted FDOT with recovery efforts from the Spring 2014 flooding that impacted North Florida. She had previously served as FDOT's PAC and helped the department perform closeout activities for 110 large PWs related to nine State-declared disasters from 2004-2008, which represented more than $75 million in obligated funds. She assisted with final inspections, appeals, and grant reimbursements, and QA/QC services.

- Valarie also worked with FDOT districts in Southeastern Florida to compile supporting documents to ensure the successful allocation of obligated funding. She prepared and reviewed documentation to file Detailed Damage Inspection Reports (DDIRs) with the Federal Highway Administration (FHWA) for multiple jurisdictions throughout the Miami-Dade County area, which totaled more than $8 million in federal disaster aid.
- Valarie assisted with the development of FEMA PA and FHWA emergency relief training materials for FDOT and other local government applications. She delivered training to more than 3,000 representatives and public officials.

LONG-TERM RECOVERY EFFORTS, CITY OF MIAMI, FLORIDA (2008 – 2012).

Valarie provided oversight and guidance for the City of Miami's long-term recovery efforts. She assisted city staff with all aspects of the debris planning and preparation process, from project inception through disaster closure and financial audits. She also supported the final inspection and closeout of 27 large PWs that represented more than $34 million in obligated funds. The majority of the PWs were related to debris removal and emergency protective measures.

- Valarie secured more than &9.5 million in unclaimed obligated funds and cost overruns, which resulted in successful project closeouts. To secure the funds, Valarie collected, reviewed, and prepared all pertinent documentation from various City departments.
- Valarie also assisted the City in preparing a response to findings from an audit by FEMA's OIG. Her assistance led to the recovery of more than two-thirds of the $3.8 million of funds in question. She worked with the City to complete a FEMA-approved Disaster Debris Management Plan and assisted during the bidding and contracting phases. She also helped select and approve a temporary debris management site and facilitated annual debris coordination meetings with City staff and contracted vendors.

RECOVERY EFFORTS, FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FLORIDA (2006 – 2008).

While working with FDEM, Valarie was responsible for recovery efforts in Miami-Dade County, which included 218 municipal and private non-profit organizations applying for more than $560 million in federal funds. She oversaw the PA program activities for six State of Florida declared disasters, which impacted the Miami metro area in 2004 and 2005.

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RECOVERY EFFORTS, FLORIDA EMERGENCY MANAGEMENT AGENCY, FLORIDA (2004 – 2006).

While working with FEMA, Valarie assisted Palm Beach County's (Florida) efforts to respond to Hurricanes Frances and Jeanne. She performed building damage assessments, prepared cost estimates, wrote PWs, and managed building assessment team members.

She also assisted applicants in Miami-Dade and Broward counties for both hurricanes Katrina and Wilma. During the recovery efforts in Miami-Dade and Broward counties, Valarie helped determine debris removal project eligibility and funding obligations. She also managed debris specialists and performed Quality Assurance and Quality Control (QA/QC) and helped resolve special projects.

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Paul Bustanji is a disaster recovery grants specialist with more than 15 years of direct experience in disaster recovery.

He has deployed directly to disaster areas to support FEMA PA recovery efforts, including Hurricanes Michael and Irma in Florida and Superstorm Sandy in New Jersey. Under these projects he focuses on damage assessments and the collection, analysis, and documentation of disaster-related expenditures and force account costs. Paul's areas of expertise include, Disaster Recovery; Disaster Response; Public Assistance; 406 Hazard Mitigation; Project Management; Staff Management and Special Considerations.

Prior to joining Witt O'Brien's, Paul served as the principal communications engineer for URS Corporation, an engineering, design, and construction firm. During that time, he served as a senior electrical engineer for FEMA disaster recovery efforts in Texas and Louisiana. He deployed for Hurricanes Dolly, Ike, Katrina, and Rita, and as a member of PA specialist teams, he provided damage assessment and grant development for city, local, and state governments and institutions. Paul has an additional 15+ years of experience in communications systems design and product management.

HURRICANE MICHAEL RECOVERY SUPPORT – BAY MEDICAL CENTER, FL (2019 – PRESENT)

Paul serves as the PA specialists team lead serving the Center's recovery efforts from Hurricane Michael. As Bay Medical Center is the only regional cardiac health center in seven counties, the recovery work is focusing on in-patient bed capacity and restoration of clinical services and support systems. Paul and his team are guiding the PA efforts for the client with FEMA and FL Department of Emergency Management.

HURRICANE IRMA – MULTIPLE CLIENTS, FLORIDA (2017 – 2019)

Paul served as a Public Assistance Specialist in support of response and recovery efforts for multiple disasters including Hurricane Irma in Florida. One of his main projects was with the City of Orlando to assess, document and submit damage assessment in coordination with FEMA PDMG. He developed cost summaries with contracted and force account work documentation for submittal to the FEMA Grants Portal. Paul worked with FLDEM to support reimbursement requests audits and RFIs.

SUPERSTORM SANDY RECOVERY -- PASSAIC VALLEY SEWERAGE COMMISSION (2014 – 2016)

Paul managed development and submittal of reimbursement requests for PVSC in Newark, NJ. He coordinated the collection, analysis and documentation of disaster related expenditures and force account costs to support PVSC recovery. Paul development special force account data analysis to support accurate accounting of labor and equipment hours related to response and recovery.

SUPERSTORM SANDY RECOVERY -- NEW JERSEY DEPARTMENT EMERGENCY MANAGEMENT (2013-2014)

Paul served several deployments in support of NJDEM response and recovery efforts in New Jersey for Hurricanes Sandy. He served as a member of the State Agency Liaison teams and provided damage assessment and grant review support for local and state governments and institutions in Ocean County.

PAUL BUSTANJI

SENIOR GRANTS MANAGEMENT CONSULTANT

YEARS OF EXPERIENCE

15 Years

EDUCATION

Western Michigan University
B.S.- Electrical Engineering

LICENCES/CERTIFICATIONS/TRAINING

FEMA National Emergency Management Information System (NEMIS)

FEMA's Emergency Management Mission Integrated Environment (EMMIE). NIMS-compliant

ADDITIONAL TRAINING

FEMA Courses: IS-003, IS-010, IS-030.a, IS-100.b, IS- 100.HC.b, IS-120.a, IS-130, IS-139, IS-200.b, IS-200.HC.a, IS-208, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-288, IS- 292, IS-301, IS-302, IS-324, IS-346, IS-393.1, IS-546.a, IS-547.a, IS-630, IS-632.a, IS-700.a, IS-701.a, IS-800.b, IS-805, IS-808, IS-814, IS-860.c, IS-1900

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PA-TAC Deployments -- Federal Emergency Management Agency (2005 – 2012)

Prior to joining Witt O'Brien's, Paul supported FEMA's Public Assistance program under the Nationwide Infrastructure Support Technical Assistance Contract (NISTAC). His assignments included:

- **Hurricanes Katrina and Rita in Louisiana:** Served several deployments in support of FEMA response and recovery efforts for Katrina and Rita. He served as a member of the PA project specialist teams and provided damage assessment and grant development for local and state governments and institutions. Paul was also tasked with hazard mitigation project review and coordination of hazard mitigation plan technical development and submittal.
- **Hurricane Dolly in Texas:** Served as a member of the PA project specialist teams and provided damage assessment, grant development, and hazard mitigation for Local and State governments and institutions.
- **Hurricane Ike in Texas:** Deployed in support of FEMA response and recovery efforts. He served as a member of the PA project specialist teams and provided damage assessment and grant development for local and state governments and institutions. One institution was the University of Texas Medical Branch at Galveston, where he assisted their recovery efforts for nearly two years. The long-term recovery effort provided him with ample opportunity to contribute technical and institutional assistance. He also managed various Public Assistance (PA) and hazard mitigation projects and supervised the budgets of multiple recovery initiatives

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Lynne Storz is a FEMA Public Assistance program and debris monitoring specialist with more than 20 years of professional experience.

Since joining Witt O'Brien's in 2004, Lynne has supported numerous FEMA PA programs and disaster recovery operations. She has provided technical assistance to local and state governments in the FEMA PA reimbursement process, including use of the FEMA PA New Model. She is experienced in preliminary damage assessments, project worksheet formulation, appeals, and project closeouts.

Lynne's experience includes managing disaster debris monitoring operations and providing statewide planning and training on FEMA debris regulations. Lynne also provides planning expertise in the development of disaster debris management plans for state and local governments.

Prior to joining Witt O'Brien's, Lynne managed an 11-city recycling program for Washington County, Oregon, where she developed and implemented waste reduction, curbside, yard debris, multi-family and commercial recycling programs for more than 400,000 area residents.

DEBRIS PLANNING - CITY OF SAN JOSE, CA (2019 – PRESENT)

As a Planner, Lynne is responsible for developing the City's Disaster Debris Management Plan for a worst-case earthquake scenario. She is working with five departments to develop the roles and responsibilities of each department and provide the operational guidance necessary to provide effective recovery of the City.

FEMA PUBLIC ASSISTANCE SUPPORT -- MOREHEAD CITY, NC (2018 – PRESENT)

As Project Manager, Lynne is responsible for providing FEMA Public Assistance program technical assistance and project formulation for 14 projects. These projects included historic cemeteries repair / restoration and hazardous tree removal. Lynne is performing this work under the FEMA PA New Model utilizing the FEMA grants portal for the Town's projects.

FEMA PUBLIC ASSISTANCE SUPPORT -- HAVELOCK, NC (2018 – PRESENT)

As Project Manager, Lynne is responsible for providing FEMA Public Assistance program technical assistance and project formulation for Hurricane Florence. She is performing this work under the FEMA New Model utilizing the FEMA grants portal for the City's projects.

FEMA PUBLIC ASSISTANCE SUPPORT -- OAKLAND PARK, FL (2017 – PRESENT)

As a Public Assistance Coordinator, Lynne is providing FEMA Public Assistance program technical assistance, and project formulation for 24 projects resulting in $2.4 million in cost recovery. She is using the FEMA New Model implemented in the online Grants Portal for these projects.

SUPERSTORM SANDY FEMA PA SUPPORT -- NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT (2012-2014)

Lynne worked with 25 New Jersey state agencies, primarily the New Jersey Department of Transportation (NJDOT), providing technical assistance to the agencies in the FEMA PA program following Superstorm

LYNNE STORZ
SENIOR GRANTS MANAGEMENT CONSULTANT

YEARS OF EXPERIENCE
20 Years

EDUCATION
Portland State University
Master of Urban and Regional Planning

Portland State University
Bachelor of Science, Sociology

LICENCES/CERTIFICATIONS/TRAINING
FEMA Classroom Training G-318 (Mitigation Planning), NIMS ICS 300 (Intermediate ICS for Expanding Incidents), NIMS ICS 400 (Advanced ICS)

AREAS OF EXPERTISE
- Project management
- Debris operations
- Planning
- Training
- Preliminary damage assessments
- Grant management

ADDITIONAL TRAINING
FEMA Courses: IS-001, IS-003, IS-026, IS-100, IS-120, IS-130, IS-200, IS-253, IS- 393, IS-403, IS-546, IS-547, IS-548, IS-559, IS-630, IS-631, IS-632, IS-700, IS-800, IS-801, IS-802, IS-803, IS-804, IS-805, IS-806, IS-807, IS-808, IS-809, IS-810, IS-811, S-812, IS-813, IS-814

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Sandy. For NJDOT's approximately $30m in PA claims, she provided technical assistance, including Project Worksheets (PW) formulation, reimbursement requests, time extensions, and quarterly reports.

HURRICANE ISAAC RECOVERY SUPPORT -- LAFOURCHE PARISH, LA (2012)

Lynne provided oversight of debris monitoring operations for Lafourche Parish, Louisiana, during the recovery efforts from Hurricane Isaac in 2012. She also provided the Parish with technical assistance with the FEMA PA Program and was responsible for ensuring compliance with Louisiana Department of Environmental Quality reporting requirements.

DISASTER RECOVERY SUPPORT -- STATE OF NEW JERSEY (2011)

Lynne assisted the State of New Jersey in the response to Hurricane Irene and performed preliminary damage assessments in coordination with the New Jersey State Police and local government entities**.**

DEBRIS MANAGEMENT PLANNING – VARIOUS CLIENTS (2007-PRESENT).

For various clients, Lynne has been responsible for developing disaster debris management plans based upon individual client requirements. Each plan was prepared after consultation with the client and the participating departments that are involved in the debris removal project. Planning efforts typically involved discussion with outside agencies (state and federal governments and/or agencies) and private entities, as required, and discussion and coordination with the internal departments ranging from public works, solid waste, transportation, planning, GIS, finance/accounting (grants management) to environmental resources and historic preservation. Plan development has been performed for the following local, state, and tribal governments: Seminole Tribe of Florida; State of Maine; City of Fernandina Beach, Florida; Broward Health Hospital, Florida; City of Alexandria, Louisiana; City of North Miami, Florida; Cooper City, Florida; Town of Davie, Florida; Florida Department of Transportation; and the City of Savannah, Georgia.

LONG-TERM DISASTER RECOVERY -- FLORIDA DEPARTMENT OF TRANSPORTATION (2007-2013)

As a Senior Consultant and Project Manager, Lynne provided long-term disaster recovery, emergency management, and planning expertise to the Florida DOT. She provided technical assistance and planning to local governments in the areas of FEMA PA and FHWA Emergency Relief programs. In this role, she served as Public Assistance Coordinator (PAC) for the FDOT and oversaw project closeout, appeals and project worksheet formulation. Lynne assisted in securing approximately $100 million in grant reimbursement for the FDOT, assisting more than 80 local governments with preparing documents for Detailed Damage Inspection Reports (DDIR), which were submitted to the FHWA for reimbursement.

Lynne also managed the development of FDOT's statewide debris management plan, which was approved by FEMA Region IV and. also developed seven district Debris Operations Plans, as well as the development and delivery of training on the implementation of those plans. Lynne also assisted in the development of FEMA PA and FHWA Emergency Relief training, which was delivered to more than 2,000 local government personnel in Florida

MULTI-CITY RECYCLING MANAGER -- WASHINGTON COUNTY, OR (1991-2002)

Prior to joining Witt O'Brien's, Lynne served as the Solid Waste Management Coordinator, managing an 11-city recycling program. This effort involved developing and implementing waste reduction, curbside, yard debris, multi-family and commercial recycling programs for more than 400,000 area residents. Her fields of expertise include program administration and management, program planning, facility capacity (landfill/materials recovery) planning, public policy development, program development and implementation, ordinance development, rate regulation, and franchise negotiation.

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Jim Crouch is an environmental and historic preservation specialist with more than 20 years of experience. He has extensive experience with the Robert T. Stafford Disaster Relief and Emergency Assistance Act and with Public and Individual Assistance Programs. He has worked to expedite and unify interagency review processes to ensure compliance with environmental and historic requirements under federal law relating to disaster recovery projects, as well as to streamline the recovery process, consistent with applicable law.

His responsibilities include coordinating environmental and historic reviews to accelerate planning and decision-making for disaster recovery projects, which can improve federal assistance to states, local and tribal governments, communities, families, and individual citizens as they recover from disasters. He provides environmental and historic preservation technical assistance to FEMA staff, local, state, and federal partners, and grantees, and sub-grantees. Jim also has expertise in grants management, particularly in Category B claims.

JAMES (JIM) CROUCH
PUBLIC ASSISTANCE COORDINATOR

YEARS OF EXPERIENCE
20 Years

EDUCATION
Tulane University, *M.S.*, Architecture.

Austin Peay University, *B.A.*, English, Art History.

TRAININGS/CERTIFICATIONS
FEMA EMI Courses: FEMA IS-100.b, FEMA IS-200.b

AREAS OF EXPERTISE
- Public Assistance
- Grants Management
- Independent Assistance
- Emergency Management
- Category B Force Account Labor Claims

HURRICANE MATTHEW DISASTER RECOVERY SERVICES, SAVANNAH, GA (2017-PRESENT)

Jim is a Public Assistance Officer performing grants management functions to assist the city with its recovery from 2016 Hurricane Matthew. He is assisting with the preparation of the Category B Force Account labor claims with the Fire and Police Departments as well as with other departments as necessary. He will also be supporting historic preservation efforts due to damage to many areas in the city of historical significance.

HURRICANE MICHAEL RECOVERY SUPPORT, BAY MEDICAL CENTER, FL (2019- PRESENT)

Jim worked as part of a team to serve the Public Assistance needs of a large regional hospital while helping to keep it open to serve the medical needs of the immediate region. The team worked with Bay Health Foundation and the FEMA Program Delivery Manager to identify eligible work and develop the Damage Inventory. Jim assisted with development of Damage Description and Dimensions (DDD), project scope, and cost summaries, as well as identifying hazard mitigation opportunities and Alternate/Improved Projects.

HURRICANE HARVEY RECOVERY SUPPORT, CLEAR BROOK MUNICIPAL UTILITY DISTRICT, TX (2017-PRESENT)

Jim performed Public Assistance support for a utility district (primarily water) in suburban Houston. He worked closely with FEMA Program Delivery Manager and Clear Brook MUD staff to identify eligible projects (Debris Removal, Emergency Protective Measures and Permanent Work) and develop scopes of work and cost summaries. Once projects were obligated, he worked with Texas Department of Emergency Management to request reimbursement and project close out.

ENVIRONMENTAL & HISTORICAL PRESERVATION SME, STATES OF LOUISIANA AND NEW JERSEY (2011 – 2015)

Prior to joining Witt O'Brien's, Jim provided environmental and historic preservation expertise to hazard mitigation grant program projects related to disaster impacted areas following Hurricanes Katrina, Rita, and Sandy.

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HISTORIC BUILDING RECOVERY GRANT PROGRAM OFFICER, LOUISIANA DIVISION OF HISTORIC PRESERVATION (2010 – 2011)

Following Hurricanes Katrina and Rita, Jim provided project management for grantees receiving National Park Service (NPS) funds for historic buildings damaged by the storms and ensured that work completed met NPS standards and financial statements were in order. His other duties included determining eligibility for grant funding and mitigation of problem projects, including Section 106 review. In addition, he authored articles outlining historic preservation concerns at the program that were published by Preservation in Print and linked to the National Council of State Historic Preservation Officers and the American Institute of Architects websites. This led to invitations to lecture at the Preservation Resource Center.

HISTORIC PRESERVATION SUPPORT FOR HMGP, LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT (2009 – 2011)

Jim provided historic preservation support to the Louisiana Hazard Mitigation Grant Program (HMGP) for the Office of Community Development (OCD). His primary duty was to represent OCD interests in helping develop a state-specific programmatic agreement for the Louisiana HMGP. Other duties included coordinating data with FEMA EHP staff and supervising data gathering required for Section 106 Consultation.

PA-TAC STANDING STRUCTURE TEAM LEAD, FEMA (2006 – 2007)

Under a PA-TAC contract, Jim managed a staff of state historic preservation specialists reviewing public assistance and hazard mitigation projects. His duties included assignment and tracking of project review and oversight of all SHPO consultation related to standing structures, as well as individual project work.

PA-TAC ARCHITECTURAL HISTORIAN, FEMA (2005 – 2006)

Under this Nationwide Infrastructure Support Technical Assistance Contract (NISTAC), Jim assisted PA project officers on projects in Orleans Parish. He attended kick-off meetings and site visits with project officers, giving guiding for NHPA compliance with detailed site visit notes combining technical knowledge and knowledge of local architectural history with an understanding of the programmatic agreement between FEMA and the Louisiana SHPO. His Section 106 responsibilities included determination of National Register eligibility on numerous properties, writing SHPO and tribal consultation, often in conjunction with FEMA archaeologists. Major applicants assigned were Orleans Parish Justice (police, fire department, and criminal sheriff), the Housing Authority of New Orleans (HANO), and the Orleans Levee District, as well as numerous private, non-profit (PNP) applicants.

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Shaletha Smith is a FEMA Public Assistance disaster recovery specialist with nearly 15 years of experience, focusing on the close-out process.

In support of FEMA PA projects, Shaletha works with clients to validate and verify funding authorizations and expenditures. In support of Hurricane Irma disaster recovery, she currently assists clients in preparing damage documentation for uploading into the FEMA Grants Portal and working with clients to expeditiously resolve program-related needs. Shaletha also has expertise in the FEMA closeout process, having supported closeout for both New Jersey and Louisiana. As a close-out specialist, she works with clients to certify that recovery work was completed, appeals were resolved, eligible costs were reimbursed, and all costs were properly documented. She conducts final reviews of all submitted documentation, prepares and recommends final grant versions before closeout, and advises applicants of grant management and audit requirements. Prior to joining Witt O'Brien's, Shaletha worked with the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) as a financial and closeout specialist.

DISASTER RECOVERY SUPPORT, SCHOOL BOARD OF BROWARD COUNTY (SBBC) AND TOWN OF DAVIE, FLORIDA (2018 – PRESENT).

As a Disaster Recovery Specialist for SBBC and Town of Davie, Shaletha has been responsible for working closely with the FEMA Project Delivery Manager (PDMG) and the clients to coordinate effective, efficient and accurate delivery of federal funding resulting from Hurricane Irma. Tasks include:

- Gathering all required documentation and summarizing the client's damages to upload in FEMA Grants Portal to enable FEMA PDMG to write grants so that the client's facilities can be returned to their pre-disaster condition as soon as possible.
- Identifying the eligible damage caused by Hurricane Irma, documenting the extent and type of damage, determining the scope of work to repair the damage and documenting actual cost.
- Working with the client to resolve their program related needs, ensuring projects are processed as efficiently and expeditiously as possible and ensuring that recovery priorities and program eligibility requirements are communicated.

DISASTER RECOVERY SUPPORT -- NEW JERSEY DEPARTMENT OF EMERGENCY MANAGEMENT (2013 - 2017)

In support of Superstorm Sandy recovery, Shaletha supported the FEMA PA process as Closeout Lead, Disaster Recovery Specialist, and Closeout Specialist. In the first two positions, she was responsible for validating and verifying funding authorizations and expenditures by analyzing financial reports for accuracy and determinations of potential obligations or de-obligations of federal funding. As a Closeout Specialist, she conducted final reviews of all submitted invoices, contracts, procurement packages, and

SHALETHA SMITH
PUBLIC ASSISTANCE COORDINATOR

YEARS OF EXPERIENCE
15 Years

EDUCATION
Northwestern State University
B.S. – Business Administration

TRAINING
FEMA's Emergency Management Mission Integrated Environment (EMMIE)

FEMA's National Emergency Management Information System (NEMIS)

TECHNICAL EXPERTISE
- Public Assistance Grants Management
- Public Closeout
- Public Assistance Finance

TRAINING
FEMA EMI Courses: FEMA IS-5.A, FEMA IS-100, FEMA IS-101.C, FEMA IS-200, FEMA IS-235.B, FEMA IS-700, FEMA IS-800.A, FEMA IS-253, FEMA IS-631

IS-00800.A (NRP) an Introduction

IS-00253 Coordinating Environmental & Historic Preservation Compliance

IS-00631 Public Assistance Operation

FEMA's Emergency Management Mission Integrated Environment (EMMIE)

FEMA's National Emergency Management Information System (NEMIS)

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other closeout documentation. She prepared and recommended final grant versions before closeout, and advised applicants of grant management and audit requirements, as described in federal regulations. She monitored and maintained allowable grant costs as submitted by applicants and provided weekly reports of closeout activities and final inspection reports submitted to FEMA.

DISASTER RECOVERY SUPPORT – LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) (2006 - 2013)

Prior to joining Witt O'Brien's Shaletha served as the Closeout Lead and Disaster Recovery Specialist for GOHSEP. Her responsibilities included certifying that all recovery work was completed, appeals were resolved, and all eligible costs were reimbursed. In addition, she was responsible for closing projects and auditing reports by determining if each sub-grantee met eligibility requirements and documentation standards according to federal and state regulations. She also provided applicants with clear, accurate information regarding FEMA/State disaster recovery programs, and performed payment reconciliation to ensure accuracy and request refund for de-obligated funds. Shaletha entered payment vouchers for electronic payment to applicants affected by disasters into Louisianpa.com.

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Evan Rosenberg is a disaster recovery and legal expert with more than 10 years of experience in assisting state and local clients with federal disaster recovery programs.

Evan has served on the US Virgin Islands Recovery team for Hurricanes Irma & Maria, providing expert assistance in FEMA Public Assistance (PA) and Individual Assistance (IA), as well as HUD's Community Development Block Grant – Disaster Recovery (CDBG-DR). Prior to joining Witt O'Brien's, he served as the Division lead for all Recovery Operations for the Florida Division of Emergency Management including four new Presidentially declared events, as well as for over 20 previously declared Presidential disasters during his term. Over the course of his career, he has overseen the administration of more than $5.5 billion in recovery funding.

In addition to performing and overseeing disaster recovery services, Evan is a higher education instructor, providing guidance and mentorship to future emergency management practitioners. Previously, Evan worked for 10 years in engineering management which he uses to inform his emergency management studies and approach.

Disaster Recovery Consulting – US Virgin Island (2018 – Present)

Evan serves as part of the leadership team for the USVI recovery efforts after hurricanes Irma and Maria. He has served as a subject matter expert in FEMA IA and PA and HUD CDBG-DR. He also served as the Legal Services SME and Reports and Analytics Lead.

Affordable Housing -- Florida Housing Finance Corporation (2017 –2018)

Prior to joining Witt O'Brien's, Evan served as the Deputy Director of Multifamily Development for the Florida Housing Finance Corporation. He was the legal SME supporting the allocation of approximately $100 million annually in federal Low- Income Housing Credits and State loan/bond funds and assisted with the development and preservation of affordable housing within the State. He developed competitive proposals for fund allocation, as well as scoring schematics and assignments for such competitive housing allocations, both disaster and non-disaster.

Disaster Recovery -- Florida Division of Emergency Management (FLDEM) (2009 –2017)

While employed by FLDEM in several high-level positions, Evan provided leadership and results for disaster recovery initiatives. He developed a change management process within the Bureau of Recovery to address adaptability of state transparency statues and DHS-OCFO funding determinations. He was responsible for responding to State and DHS-OIG audits of the Florida Recovery Program. Evan also provided oversight for the state Public Assistance teams that worked with FEMA to close out over 600 Projects Worksheets (PWs) on older events, totaling more than

Evan Rosenberg
SME Appeals Specialist

Years of Experience
26 Years

Education
Florida State University
Juris Doctor, Law
M.S.- Urban and Regional Planning

University of Maryland
B.S.- Aerospace Engineering and Mathematics

Licences/Certifications/Training
- State of Florida Certified Contract Manager
- Florida Real Estate Sales License
- FEMA Advanced EM Academy
- FEMA L962 – All Hazard Plans Section Chief
- FEMA L958 – All Hazards Ops Section Chief
- FEMA Advanced Professional Series
- FEMA Professional Series
- ICS-100, 200, 700, 800

Professional Affiliations
- Florida Governor's Hurricane Conference, Member – Board of Directors (2013 – 2017)
- National Emergency Management Association, Recovery Subcommittee Chair (2014 –2016)
- Florida State Employee's Charitable Campaign, Division/Agency Chair (2013 – 2016)

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$50MM. He integrated the Recovery Support Functions (RSFs) into operational plans for both Emergency Operations Center (EOC) and Joint Field Office (JFO) Operations. He has stepped up as EOC/JFO Operations Chief for disaster events, including Tropical Storm Debby and Hurricane Isaac. Evan has managed staff across PA, IA, CDBG-DR, and Special Considerations units in response to ongoing disasters and to closeout previous disasters. Evan acted as the Stafford Act Appeals Officer for a short time during his tenure with FLDEM, writing approximately 300 appeals with an estimated recoupment of $20MM for the affected local governments and state agencies.

EMERGENCY MANAGEMENT COURSES -- AMERICAN PUBLIC UNIVERSITY SYSTEM (2012 – PRESENT)

Evan teaches in the School of Homeland Security's Emergency Management Program. His courses include Emergency Management Theory, Research Methods, Mitigation & Resilient Communities, Economics of Disaster, and Emergency Management Law.

DISASTER MANAGEMENT COURSES -- FLORIDA STATE UNIVERSITY CENTER FOR DISASTER RISK POLICY URBAN PLANNING DEPARTMENT (2006 –2011)

Evan developed and taught four courses on Risk Management and Recovery in Disaster for both undergraduate and graduate level studies. He also assisted the Urban Planning Research Lab with the preparation of ordinances and policy documents and taught courses in Growth Management and Environmental Planning.

ENGINEERING MANAGEMENT (1991 – 2002)

Prior to disaster recovery, Evan's career focused on using computer-aided design, in-field site surveys, and network optimization in the telecommunications field. Evan was an engineer responsible for the design, construction, and performance of cellular and wireless networks. He went on to supervise engineering departments in relation to network planning, overseeing 10 in-house engineers and a network of over 100 regional installation and maintenance contractor teams nationwide.

From:	Kimberly Spill-Cristiano
To:	Neysa Herrera
Cc:	Bill Vance; Valarie Philipp; Brian Donovan; Ken Rubach; Susan Trevarthen; Elen C. Gantner; Suzette Sibble; Steve Stewart; Chad Brocato
Subject:	RE: LBTS Piggybacking off of City of Pompano"s Agreement with Witt O"Brien
Date:	Wednesday, October 7, 2020 1:46:55 PM
Attachments:	image001.png image003.png image005.png image006.png image007.png image008.png image009.png

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Good Afternoon Neysa,

The City is fine with LBTS piggybacking off of our contract.

If you need anything additional, I have copied our General Services Director, Steve Stewart, who heads up our procurement process and can deliver any documents you may require.

Thank you,

Kimberly

Kimberly Cristiano, MA, CEM, FPEM
Emergency Manager
Pompano Beach Fire Rescue
ISO Class 1 Fire Department
CPSE Accredited Agency
100 W. Atlantic Blvd.
Pompano Beach, Fl. 33060
O: 954-545-7799
C: 954-242-0565
Email: kimberly.spill-cristiano@copbfl.com
www.pompanobeachfl.gov/getready

From: Neysa Herrera <neysah@lbts-fl.gov>
Sent: Wednesday, October 7, 2020 1:19 PM
To: Kimberly Spill-Cristiano <Kimberly.Spill-Cristiano@copbfl.com>
Cc: Bill Vance <billv@lauderdalebythesea-fl.gov>; Valarie Philipp <VPhilipp@wittobriens.com>; Brian Donovan <Brian.Donovan@copbfl.com>; Ken Rubach <kenr@lauderdalebythesea-fl.gov>; Susan Trevarthen <strevarthen@wsh-law.com>; Elen C. Gantner <EGantner@wsh-law.com>
Subject: FW: LBTS Piggybacking off of City of Pompano's Agreement with Witt O'Brien

EXTERNAL Email: Do not reply, click links, or open attachments unless you recognize the sender's

EMAIL ADDRESS as legitimate and know the contents are safe.

Good afternoon Ms. Kimberly,

It was a pleasure speaking with you on Monday. Thank you very much for the heads up of the FEMA Procurement guidelines

As discussed, the Town is interested in Piggybacking off of the agreement that the City of Pompano recently approved with Witt O'Brien. Therefore, I am hereby seeking your concurrence of our cooperative use of the agreement.

We greatly appreciate your continued support and partnership.

Sincerely,

Neysa Herrera
Assistant to the Town Manager
4501 N. OCEAN DRIVE,
LAUDERDALE-BY-THE-SEA, FL 33308
Phone: 954-640-4212 • neysah@lbts-fl.gov
www.lbts-fl.gov • www.lbtsevents.com

From: Valarie Philipp <VPhilipp@wittobriens.com>
Sent: Monday, October 5, 2020 8:17 PM
To: Neysa Herrera <neysah@lbts-fl.gov>
Subject: RE: FEMA reimbursement

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Hi Neysa-

Piggybacking is discouraged by FEMA/FDEM but it is not forbidden. There are conditions that you have to follow.

See attached FEMA PDAT manual. Page 124 specifically. These are the conditions you must meet. There are no specified quantities in the Pompano Beach contract, only scope of work, position titles and rates so the example does not apply.

There are not any direct assignability clauses in the City's agreement, and I don't think that there was last time either in the Pompano agreement for our services nor the Planation for Crowder Gulfs. There were no issues with Irma and we have a few other small entities that use larger contracts elsewhere. Unless one of you has a provision that others cannot use cooperatively, then it has not been an issue, that is one reason for getting agreement from the City purchasing so you can have that in the file.

Valarie

VALARIE PHILIPP
ASSOCIATE MANAGING DIRECTOR

NOTE: Scheduled PTO Monday, September 28, 2020

WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

2200 Eller Drive | Ft. Lauderdale FL 33316
M: +1 954 644 2202

wittobriens.com

24/7 Emergency: +1 985 781 0804

From: Neysa Herrera <neysah@lbts-fl.gov>
Sent: Monday, October 5, 2020 12:39 PM
To: Valarie Philipp <VPhilipp@wittobriens.com>

Subject: [EXTERNAL] FEMA reimbursement

Hi Valarie,

Could you please confirm if Piggybacking off of the Pompano agreement hinders our chance to seek reimbursement for disaster recovery management costs through FEMA?

Thank you,

Neysa Herrera
Assistant to the Town Manager
4501 N. OCEAN DRIVE,
LAUDERDALE-BY-THE-SEA, FL 33308
Phone: 954-640-4212 • neysah@lbts-fl.gov
www.lbts-fl.gov • www.lbtsevents.com

Total Control Panel Login

To: neysah@lbts-fl.gov
From: vphilipp@wittobriens.com

Message Score: 50
My Spam Blocking Level: Medium

Block this sender
Block wittobriens.com

High (60): Pass
Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Total Control Panel Login

To: neysah@lbts-fl.gov
From: kimberly.spill-cristiano@copbfl.com

Message Score: 1
My Spam Blocking Level: Medium

Block this sender
Block copbfl.com

High (60): Pass
Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Agenda Item No: 11.e

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Bill Vance
Submitting Department: Administration
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:
El Mar Drive - EDSA Add'l Design Services (Bill Vance, Town Manager)

Explanation:
Commission consideration and approval of additional EDSA - El Mar Drive Design Services.

Recommendation:
Commission approval

Attachments:
1. EDSA Additional Services Agreement

ADDITIONAL SERVICES AGREEMENT - El Mar Drive

THIS AGREEMENT entered into this September 25, 2020, by and between:

William Vance
Town Manager
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
BillV@lbts-fl.gov

Hereinafter referred to as "CLIENT", and:

EDSA, Inc.
1512 E. Broward Blvd.
Suite 100
Fort Lauderdale, FL 33301

Hereinafter referred to as **"EDSA"**, in consideration of mutual covenants and agreements herein contained, agree as follows:

1. The CLIENT does hereby employ EDSA to render professional services as Landscape Architects and Land Planners for the following project, EL MAR DRIVE DESIGN

2. In good faith, EDSA assisted the CLIENT with documents associated with the "EL MAR DRIVE DESIGN" project to include:

    a. Public Outreach and Design efforts exceeding what is outlined in the Scope of Services and Contract Documents as outlined below.

    b. Extension of the project schedule for Conceptual Design and Public Outreach, beyond the initial 45 days outlined in the Scope of Services and Contract Documents.

    c. Presentations and Booklets/Design Packages exceeding what is outlined in the Scope of Services and Contract Documents:

        i. Original presentation boards (prior to decision to reformat for virtual platform); 4/7/2020
        ii. Survey Analysis Report #1; 5/4/2020
        iii. Survey Analysis Report #2; 6/4/2020
        iv. Preliminary Concept Design; 7/10/2020
        v. Revised Concept Design; 7/16/2020
        vi. Final Concept Design Book for Commission; 7/20/2020
        vii. Final Concept Design Book for Stakeholders; 7/28/2020
        viii. Revised Final Concept Book for Commission; 8/11/2020
        ix. Concept Book for Chamber; 8/20/2020
        x. Concept Book for Christie Furth Committee; 8/26/2020

xi. Briny Avenue Comparison Book; 8/26/2020
xii. Revised Sections to Commission and Mayor (CAD only-Progress); 9/3/2020
xiii. Revised Street Profile Options; 9/14/2020
xiv. Update to Commission; 9/22/2020

One (1) Conceptual Design Presentation as identified in Town RFQ Document 20-01-01 and EDSA Proposal vs. 14 packages provided by EDSA team for several different meetings/groups (see item e.).

d. Special Meetings with Commissioners (one-on-one), Town Staff, Stake Holders (Residents, Business Owners, Hoteliers, and Condo Associations) and Public Town Commission Meetings exceeding what is outlined in the Scope of Services and Contract Documents:

i. Public Outreach #1 General Summary Presentation to Commission; 4/28/2020
ii. Survey Analysis Report #1 Presentation to Commission; 5/5/2020
iii. Survey Analysis Report #2 Presentation to Commission; 6/4/2020
iv. Individual Commissioner Reviews (met with each commissioner separately, plus mayor and vice mayor -- 5 meetings total); 7/20/2020
v. Concept Design Book for Stakeholders (met with hoteliers, condo associations, and restaurant operators separately -- 3 meetings total); 7/27/2020
vi. Individual Commissioner Reviews (met with each commissioner separately, plus mayor and vice mayor -- 5 meetings total); 8/17/2020 & 8/19/2020
vii. Chamber of Commerce Concept Presentation; 8/21/2020
viii. Christie Furth Committee Presentation; 8/26/2020
ix. Update to Commission Presentation;9/22/2020

Quantity of four (4) as Outlined in Town RFQ Document 20-01-01 vs. 19 provided by EDSA team.

e. Staff requested visits to the project site, exceeding what is outlined in the Scope of Services and Contract Documents:

i. On Site Meeting to Strip out ROW Section
ii. On Site Meeting to walk/meet with residents
iii. On Site Truck Delivery Inventory
iv. Additional trip to Pompano Beach (Briny Avenue)
    1. *Summary and Report creation followed*

One (1) or two (2) customary as part of the conceptual design and site inventory process which were completed and not included above vs. 4 additional visits provided by EDSA team.

f. Additional Documents/Packages/Exhibits exceeding what is outlined in the Scope of Services and Contract Documents:

i. Truck Delivery Survey, Coordination, and Summary Presentation
ii. Online Survey Banner Design
iii. Preparation of Additional FAQs for Website
iv. Temporary Truck Parking Signage Design
v. Perspective Sketch of El Mar Drive

3. The compensation for the above outlined services (paragraph 2), as rendered, is requested at

   Thirty-Seven Thousand Five Hundred Dollars ($37,500 USD).

   a. In the event payment is not made within forty-five (45) days, EDSA will stop work on the project until payment is received. Stoppage of work by EDSA will not be deemed as a default under the terms and conditions of this Agreement. In some cases, an additional fee will be required to restart work due to non-payment.

Town of Lauderdale-By-The-Sea	EDSA, Inc.
BY: _____	BY:_____
Mr. William Vance, Town Manager	Jeffrey Suiter, Principal

A. Introduction:

These General Terms and Conditions are part of the attached Agreement and are hereby incorporated by reference. If EDSA does not receive a response to the Agreement within ninety (90) days, fees and conditions for design services may be subject to change. Your acceptance of this Agreement constitutes your acceptance of the foregoing General Terms and Conditions.

B. Standard of Care:

The standard of care for all professional services performed or furnished by EDSA under this Agreement will be of the skill and care used by landscape architects practicing under similar circumstances, at the same time, and in the same locality.

C. Requirements of Client Furnished Information:

Client shall provide EDSA with a development program and site information regarding the requirements and objectives for the Project. Additionally, EDSA shall rely upon the accuracy and completeness of any information, reports, and/or site surveys/base information supplied by Client or others authorized by Client.

Client warrants that it is the copyright owner or has permission from the copyright owner to use and/or transmit the design documents or any other information ("Design Documents") to Consultant for its use on the Project. Client hereby releases the Consultant and any of Consultant's sub-consultant(s) from all claims and causes of action arising from Consultant's use of the Design Documents. Client, to the extent permitted by law, further agrees to indemnify and hold harmless Consultant and any of its sub-consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Consultant's use of the Design Documents.

Upon notice by EDSA, Client shall defend EDSA with counsel chosen by EDSA. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty to defend shall apply regardless of whether the Client is obligated to indemnify EDSA.

Client's obligation to indemnify EDSA against any attorneys' fees or other costs or expenses incurred by EDSA in connection with the defense of any claims or causes of action within the scope of this Paragraph shall be construed as a separate item of indemnification which shall be an absolute obligation of Client even if such claims or causes of action are invalid or groundless.

D. Responsibilities During Construction Phase:

If EDSA's services under this Agreement do not include construction administration related services for the Project, then Client assumes all responsibility for the application and interpretation of EDSA's drawings, specifications, and other instruments of service; the observation and evaluation of Contractor's work and the performance of any other necessary construction phase landscape architectural or professional services; and Client waives any claims against EDSA that may be connected in any way thereto.

Client Initials _____

E. Out-of-Pocket Expenditures:

Unless otherwise stated in the attached Agreement, Client shall pay all out-of-pocket expenses, in addition to professional fees. Out-of-pocket expenses are defined as actual expenditures made by EDSA, their employees, and/or sub-consultants in the interest of the Project and include, but are not limited, to the following expenses:

1. Air travel, including departure taxes and related airline/agency fees ((Business Class on flights of three (3) hours or greater);
2. Hotel accommodations;
3. Meals;
4. Ground transportation (i.e., rental cars and taxis);
5. Postage, telephone, express mail, and courier services;
6. Photocopying, reproductions, and printing costs;
7. Photographic supplies and processing;
8. Study model materials;
9. Client authorized consultants engaged to create/complete special renderings, models, and photography.

The above listed items may be billed at actual cost incurred plus a 10% Administrative Fee.

F. Ownership of Documents:

All documents prepared or furnished by EDSA pursuant to this Agreement are instruments of EDSA's professional service. Upon payment in full for services rendered, EDSA shall grant joint ownership of such documents. Reuse, reproduction, or modification of such documents by Client without EDSA's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold EDSA harmless from all claims, damages, and expenses including attorney's fees arising from such reuse by Client or others acting through Client.

G. Use of Electronic Media:

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by EDSA. Electronic files in text, data, graphic, or other formats furnished by EDSA to Client are for convenience only. Any conclusion or information obtained or derived from such electronic files will be at the sole risk of Client. When transferring documents in electronic media format, EDSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by EDSA at the onset of the Project.

H. Additional Services Outside Agreed Upon Scope:

Services requested by Client or Client's Representative that are in addition to the Scope of Work listed in the Agreement will be considered Additional Services and reviewed, at that time for additional fees. Additional services shall be provided if authorized by the Owner. These additional services may include, but are not limited to:

1. Services related to revisions and/or additions to drawings, specifications, or other documents outlined, when such revisions are inconsistent with instructions previously given or are a result of program modifications, change to previous direction, or governmental reviews;
2. Scope of work changes in project size, scope, area, complexity, and budget;
3. Documentation, assistance, and coordination of on-site visits or representation beyond what is outlined;
4. Team changes in General Contractor, Client Representative, Consultants and/or Joint Venture;
5. Schedule changes related to meetings, duration, and phasing;
6. Significant time spent to review Contractor substitutions;

7. Time spent addressing program/design changes or field revisions by the Owner or Operator caused by construction issues of other disciplines;
8. Budgeting or value engineering requiring changes or modifications to complete and approve drawings;
9. Separation of the project construction into phases or other development strategies requiring repackaging of construction documents;
10. Extensions of construction time;
11. Preparation of professional plans, drawings, documents and/or renderings beyond what is detailed in the scope of deliverables;
12. Cost estimating;
13. Documentation specific to LEED certification

I. Compensation/Invoicing:

All fees and reimbursable expenses will be invoiced monthly and shall be payable in net U.S. Dollars by wire transfer or by check drawn upon a U.S. Bank, unless otherwise stated in this Agreement. The Client understands and acknowledges that these fees are net of any non-U.S. taxes and/or tariffs. If a retainer is received by EDSA, it will be applied to the final payment due unless otherwise stated in this Agreement. In the event Client should use a foreign bank as its payment bank, Client shall wire the funds in U.S. Dollars, net of any transaction fees, to EDSA's local bank using the following information:

BANK:	SunTrust Bank 515 East Las Olas Boulevard Fort Lauderdale, FL 33301
ABA NUMBER:	061000104
SWIFT NUMBER:	SNTRUS3A
CREDIT:	EDSA, Inc.
ACCOUNT NUMBER:	1000114180770

Please indicate Project name and/or number to be credited.

All invoices are payable upon receipt. In the event payment is not received within thirty (30) days of invoice date, the past due balance may be assessed an interest penalty of one and one-half percent (1 ½%) per month.

J. Termination Rights:

In the event EDSA does not receive payment within sixty (60) days, EDSA may stop work on the Project until payment is received. Such stoppage of work by EDSA will not be deemed as a default under the terms of this Agreement. Under this scenario, an additional fee may be required to restart work due to non-payment.

Client may terminate this Agreement for cause, with seven (7) days prior written notice to EDSA. EDSA may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until EDSA has been paid in full for services rendered, expenses incurred, and other related charges.

In the event that the Project is suspended for more than forty-five (45) days, through no fault of EDSA, EDSA shall be entitled to payment for services based on a percentage of completion for all completed work. In the event of termination, EDSA shall be compensated for all services fully and satisfactorily performed up until such termination date, together with reimbursable expenses incurred.

Client Initials _____

K. Dispute Resolution:

The Client agrees that this Agreement shall be interpreted according to the laws of the state where the contracting EDSA office is located, and agrees to reimburse EDSA for reasonable attorney's fees, court costs, and all expenses including without limitation, all such fees, costs, and expenses incidental to arbitration, appeals, and post-judgment proceedings that it may expend in enforcing this Agreement. In the event of any such dispute, Client agrees that the ultimate court venue will be located in Broward County, Florida.

L. Execution/Duration:

Signature of the attached Agreement will signify Client's acceptance of all the Terms and Conditions outlined herein. Accordingly, Client warrants that the necessary funds are available to pay EDSA for the services and expenses outlined in this Agreement and that these funds are not encumbered nor contingent upon subsequent approvals, permits, or financing commitments. This Agreement will be valid for the duration of the Project.

Principal	$300 per hour
Associate Principal	$240 per hour
Vice President	$180 per hour
Senior Associate	$150 per hour
Associate	$130 per hour
Designer	$110 per hour
Intern	$55 per hour
Administrative Support	$100 per hour

Client's Initials: _____

CLIENT BILLING CONTACT INFORMATION

Date:	
Project Name:	
Billing/Accounting Contact Name:	
Company Name:	
Billing Address:	
Work Phone Number:	
Fax Number:	
E-Mail Address:	
Best Method to Bill:	E-Mail Attachment ☐ Billing Address via Mail ☐ Alternative Address: _____ _____ _____ _____
EDSA Billing Contact:	Project Accountant – Maritza Figueroa 954-524-3330 ext. 235

Agenda Item No: 11.f

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Bill Vance
Submitting Department: Administration
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:

Lauderdale-By-The-Sea Chamber of Commerce Financial Assistance Request (Bill Vance, Town Manager)

Explanation:

This item is to acknowledge receipt and consideration of the Chamber's request for financial assistance to continue the operations of the Town's Welcome Center.

Recommendation:

Commission direction

Attachments:

1. Letter from Chamber dated September 18, 2020

Lauderdale-By-The-Sea Chamber of Commerce 9/18/2020

To: Lauderdale-By-The-Sea

Re: Chamber of Commerce and Visitor Center budget shortfalls

Mr. Vance, Mayor Vincent and City Officials:

On behalf of the Lauderdale-By-The-Sea Chamber of Commerce we are requesting the towns financial assistance during this Pandemic and Financial Crisis. As you know the Town and the Chamber have partnered for many years for the operation of the Visitor Center which is at the heart of driving tourism, supporting our local merchants and economy. The pandemic we are all working through is currently destroying our budget which is used largely to operate the Visitor Center pursuant to our prior agreement with the Town. As we stand without additional financial assistance, we will likely run out funds in by March 1, 2021.

Visitor Center Expense funded from the Chambers Budget account for approximately $63,000 of the total Chamber Budget. This year we received $26,900 from the Town and a $7,000 grant from the CVB. The Chamber from its revenue must cover its own operational costs and make up the balance of the Visitor Center expenses, approximately $29,100 is contributed by the chamber after the Town and CVB subsidies to the operation of the Visitor Center.

The Chamber wants to continue to support the Visitor Center, its is important to us and our Town but it is proving this year to be a financial struggle. Our books and budgets are open to the Town for review. Our agreements with the Town require us to staff the Visitor Center out of our budget for which the Town has dedicated a stipend to help offset those operational costs. In the Past the Chamber has also enjoyed receiving funds from the CVB of $20,000/yr which has now been cut by $13,000. The Pandemic has completely stifled our ability to host events and fund raise which has taken almost another $20,000.00 out of our revenue. Membership renewals are off considerably and will likely be down $10,000.00 this year. Our projected ad sales for the visitor guide are also down.

Our budgets do not have the reserves to sustain such losses long term and to continue to operate and subsidize the Visitor Center as we have in the past. The Chamber is a non-profit, every dollar goes back into the Chamber to support the Town and local businesses. This year however we are going to run short and need a cash infusion to continue operations. If the Chamber fails and is not able to continue to staff the Visitor Center the Town will either have to close it or place at least 2 full time staff to keep it operational at considerable additional cost to the Town. Please recall that in addition to the paid Staff the Chamber provides Volunteer staff to the Visitor Center at no cost to anyone.

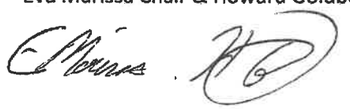
We are requesting an additional $25,000 subsidy from the Town to ensure the continued operation of the Visitor Center as normal, or as close to normal as we can under the current conditions. This sum will guaranty our continued operations for the coming year. We are pushing harder than ever to raise revenue by driving new membership into the chamber and being more creative with fundraisers for the coming year; we have created new sub committees to help this along.

The CVB funding has changed for the foreseeable future, it is not expected to revert to the prior level. We expect to be able to fund raise and grow membership soon to keep the Chamber functioning long term, but we need the towns support to get through this challenging time.

Your support and partnership are greatly needed and appreciated now more than ever.

The Lauderdale-By-The-Sea Chamber of Commerce

Eva Marissa Chair & Howard Goldberg Vice Chair



Agenda Item No: 13.a

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Edmund Malkoon
Submitting Department: Commission
Item Type: Discussion Item
Agenda Section: NEW BUSINESS

Subject Title:
Deputy Town Manager Discussion (Commissioner Edmund Malkoon)

Explanation:
Commissioner Edmund Malkoon is requesting Commission discussion regarding a Deputy Town Manager.

Recommendation:
Commission discussion

Agenda Item No: 13.b

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Bill Vance
Submitting Department: Administration
Item Type: Discussion Item
Agenda Section: NEW BUSINESS

Subject Title:

Town Commission Direction on the release of a Request for Qualifications for a Consulting Firm to conduct a Comprehensive Organizational Evaluation and Operations Audit of the LBTS Volunteer Fire Department (Bill Vance, Town Manager)

Explanation:

The Town of Lauderdale-By-The- Sea Fiscal Year 2021 Budget includes funding for an independent and comprehensive study of the Town- contracted Volunteer Fire Department (VFD) Department to review staffing and operations and provide recommendations.

At a minimum, this study is sought to achieve the following:

1. Assessment of Fire Rescue services in greater Broward County to understand the environment in key areas such as: mutual aid, automatic aid, technology applications and regional communication system. Analyze internal operations for data collection, data tracking and response times.

2. VFD response data shall be evaluated and provided.

3. Review and evaluate the current organizational and management structure, effectiveness of the chain of command structure, support services and customer service considerations

4. Assess training programs and identify current and future capabilities based on associated risks in Lauderdale- By-The-Sea and mutual aid and/or automatic aid response areas. Evaluate programs to enhance firefighter safety, and increase efficiency and effectiveness with an emphasis on safety and customer service.

5. Conduct an analysis of the effects derived from regional mutual aid and potential automatic aid agreements, regional response capabilities, and anticipated response time impact related to the delivery of fire-rescue services.

6. Conduct a community “Standards of Cover” study addressing deployment and non-deployment components for the volunteer fire department with identification of the

right-sized organization (staffing and unit utilization) to meet Town needs while considering national standards, benchmarks, specific community needs and requirements, costs, best practices, and accepted and proven methodologies.

7. The provider will work with the Town and the VFD to obtain management's input on the findings and recommendations.

8. Compare VFD performance to national and regional models and to other similarly situated municipalities.

9. To be considered for this project, the consultant, at a minimum, must meet the following requirements:

    - The Consulting Firm must be registered to conduct business within the State of Florida.
    - The Consulting Firm shall have the ability to provide the staffing and resources that are necessary to meet the schedules and needs of this Project.
    - The Consulting Firm must be available to begin working on this Project in January 2020.
    - The Consulting Firm's designated Project Lead shall be the primary point of contact with for the project. The Project Lead shall provide evidence of having successfully provided services for at least 3 completed public projects similar in scope to the Project covered by this RFQ.
    - All members of the Project Team shall provide evidence of not less than 5 years of experience serving in fire department executive management position(s).
    - All members of the Project Team shall have demonstrated volunteer fire department management experience.

Recommendation:

Provide Town Manager Direction on the release of an RFQ to seek qualified consulting firms to conduct an operational audit of the LBTS Volunteer Fire Department

Agenda Item No: 15.a

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Linda Connors
Submitting Department: Development Services
Item Type: Ordinances 1st Reading
Agenda Section: ORDINANCES 1st Reading

Subject Title:

Ordinance 2020-09 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V "ZONING;" SECTION 30-261 "B-1 A BUSINESS DISTRICT-BUSINESS," SECTION 30-271 "B-1 DISTRICT BUSINESS, SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Explanation:

Background

Over the last several months, Staff has been reviewing Chapter 30 of the Town's Code for inconsistencies and to make improvements to the Code where to ensure that the Town's regulations are current and consistent with the Town's planning and regulatory needs. The proposed changes provide clarification, update standards and requirements as outlined in the Town's "General Provisions" of the Code. The recommended changes are included in **Table 1** below.

Review

Staff has prepared Ordinance 2020-09 **(Exhibit 1)** to incorporate the recommended changes. The Ordinance was advertised in accordance with code section 30-139 of the Town's Code **(Exhibit 2)** and advertised as per the requirements (Exhibit 3). The proposed changes were also reviewed with the Town Attorney, Town Engineer and Municipal Services Director where applicable. Staff presented the proposed changes to the Planning and Zoning Board at its October 7, 2020 meeting. After review, the Board recommended the Ordinance for adoption (4-0).

Table 1

Issue	Ordinance Requirement	Ordinance Line Number
Design Standard for the B-1A District	Update language regarding the front and rear entrances of buildings in the B-1A district	46-47

Issue	Ordinance Requirement	Ordinance Line Number
B-1 A setbacks	Update the requirements for double front yard setbacks	64-65
Design Standard for B-1District	Update language regarding the front and rear entrances of buildings in the B-1A district	72-73
B-1 setbacks	Update the requirements for double front yard setbacks	89-90
Update the requirements for pervious pavement use.	Remove the prohibition of pervious pavers on El Mar Drive and remove the requirement for a Conditional Use permit to install pervious pavers that are not solid.	146-147
Pervious Paver Industry Standards.	Update the requirement to maintain pervious pavement to industry standards.	159-160
Paving drainfield areas.	Prohibit paving over drainfield areas in all zoning districts	172-174, 191
Satellite Dishes	Update ground mounted small satellite dishes to include the RS-4 zoning district.	178-179
Permanent Generators	Update maximum height of generators to 6 feet.	217
Mechanical and Plumbing equipment setback requirements	Update the maximum height of mechanical and plumbing equipment.	219-220, 223
Rooftop Photovoltaic Solar Systems.	Update language to current standards.	238-243

Recommendation:

Staff recommends that the Board recommend approval of Ordinance 2020-09 on first reading and schedule second reading at the November meeting.

Attachments:

1. Ordinance 2020-09
2. Town Code Section 30-139
3. Proof of publication

EXHIBIT 1

Ordinance 2020-09

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V "ZONING;" SECTION 30-261 "B-1 A BUSINESS DISTRICT-BUSINESS," SECTION 30-271 "B-1 DISTRICT BUSINESS, SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town's regulations are current and consistent with the Town's planning and regulatory needs; and

WHEREAS, the Town Commission desires to update the Land Development Code to provide clarification and update standards and review requirements; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the contents of this Ordinance at a duly noticed public hearing on October 7**,** 2020, and recommended the amendments be approved; and

WHEREAS, the Town Commission conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Town Commission has determined that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

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

SECTION 1. Recitals. The preceding "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. Amendment. Chapter 30 "Unified Land Development Regulations;" Article V "Zoning," Division 2, "Districts," Section 30-261 "B-1A District-Business," Section 30-271 "B-1 District-Business," and Section 30-313 "General provisions" of the Town Code of Ordinances, are hereby amended as follows[1]:

Chapter 30 - UNIFIED LAND DEVELOPMENT REGULATIONS

***

ARTICLE V. – ZONING

***

DIVISION 2. – DISTRICTS

***

Subdivision L. - B-1A District Regulations

***

Sec. 30-261. - B-1A district—Business.

***

(d) Design.

***

(6) There shall be at least one front entrance and one rear entrance to buildings.

(7) The first floor of a building extending from street to street on inside lots, shall have two front facades and entrances.

~~(7)~~ (8) There must be a ground floor storefront facing the primary street. If the property is a corner lot, there must be a ground floor storefront facing both streets.

~~(8)~~ (9) Building façades on the second or third stories shall be physically and visually diverse, incorporating features such as balconies, alternate or varied setbacks, eyebrows or other artistic and architectural features on at least 40 percent of the linear frontage per story above the first. The DSD shall review and approve compliance with this criteria through the architectural review process, and may decrease the 40 percent standard by ten percent if the DSD finds that

[1] Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~.

such a change enhances the Mid-century Modern façade and remains consistent with the architectural design guidelines.

~~(9)~~ (10) Building façades on the majority of the length of the first floor must incorporate architectural features such as eyebrows, awnings, canopies or other artistic and architectural features to create shade.

***

(e) Setbacks.

***

(5) Double front yard setbacks shall not be required for buildings that extend from street to street on inside lots.

***

Subdivision M. - B-1 District Regulations

Sec. 30-271. - B-1 district—Business.

(d) Design.

***

(6) There shall be at least one front entrance and one rear entrance to buildings.

(7) The first floor of a building extending from street to street on inside lots, shall have two front facades and entrances.

~~(7)~~ (8) There must be a ground floor storefront facing the primary street. If the property is a corner lot, there must be a ground floor storefront facing both streets.

~~(8)~~ (9) Building façades on the second or third stories shall be physically and visually diverse, incorporating features such as balconies, alternate or varied setbacks, eyebrows or other artistic and architectural features on at least 40 percent of the linear frontage per story above the first. The DSD shall review and approve compliance with this criteria through the architectural review process, and may decrease the 40 percent standard by ten percent if the DSD finds that such a change enhances the Mid-century Modern façade and remains consistent with the architectural design guidelines.

~~(9)~~ (10) Building façades on the majority of the length of the first floor must incorporate architectural features such as eyebrows, awnings, canopies or other artistic and architectural features to create shade.

***

(f) Setbacks.

***

(5) Double front yard setbacks shall not be required for buildings that extend from street to street on inside lots.

***

Subdivision Q. - Supplemental Regulations

***

Sec. 30-313. - General provisions.

***

~~(h) Two fronts.~~

~~(i)~~ (h) Standards for driveways and swales.

~~(j)~~ (i) Capacity restrictions.

~~(k)~~ (j) Queuing of vehicles.

~~(l)~~ (k) Paving drainfield areas.

~~(m)~~ (l) Satellite television antennas and dishes.

~~(n)~~ (m) Lighting.

~~(o)~~ (n) Control of lighting for protection of sea turtle nesting areas.

~~(p)~~ (o) Elevation of filled land.

~~(q)~~ (p) Swimming pools, pool decks, patios, hot tubs and spas; [setbacks and enclosure required].

~~(r)~~ (q) Decks.

~~(s)~~ (r) Other mechanical and plumbing equipment [setback requirements].

~~(t)~~ (s) Accessory buildings and structures.

~~(u)~~ (t) Generator [and fuel storage tank] regulations.

~~(v)~~ (u) Window screening for vacant storefronts.

~~(w)~~ (v) Rooftop photovoltaic solar systems.

~~(x)~~ (w) Groins, seawalls and breakwaters.

~~(y)~~ (x) Rooftop passive recreation.

These general provisions shall govern development within the corporate limits of the Town, as follows:

***

(d) *Fences, walls and hedges.*

***

g. Hedges.

***

2. The height of a hedge shall be maintained not to exceed 12 feet in all zoning districts, except in the RM-25 district, where the height of a hedge is limited to four feet in the front yard, except as otherwise provided in subsection "h." below.

h. Visibility limitations.

1. No fences or walls shall be constructed within 25 feet of the front property line or within 30 feet of the clear site triangle at the corner of the property on residential lots.

2. No walls, fences, hedges or plantings shall be planted or maintained:

a. to a height exceeding 30 inches above the crown of the roadway within sight visibility triangles~~:~~ ,

b. within 25 feet of the intersection of the front and side street property lines,

c. within ten feet of any driveway, within ten feet from the intersection point of the edge of a driveway and alley or street, ~~and~~ or

d. within 15 feet from the intersection point of the extended property lines at an alley and a street.

***

~~(h) *Two fronts.* Any non-residential use on the first floor of a building that is located in the B-1-A or B-1 zoning district, extending from street to street on inside lots, shall have two front facades and entrances. Double front yard setbacks are not required.~~

~~(i)~~ (h) *Standards for driveways and swales.*

(1) *Driveways for single-family, two-family and townhome dwellings.*

***

e. Pervious pavement and pavers.

1. ~~The use of pervious pavement or pervious pavers is prohibited for properties fronting on El Mar Drive.~~ The use of solid surface pervious pavement and solid pervious pavers is encouraged.

~~2. On all other properties in the Town, the use of solid surface pervious pavement and solid pervious pavers is encouraged.~~

~~3. An application may be filed for a conditional use permit for pervious pavers or pavement that are/is not solid. As part of the conditional use review, the Town Commission may allow the use of pervious pavers and pavement that is not solid material upon a finding that:~~

~~(i) The proposed material meets the conditional use criteria, and~~

~~(ii) Documentation, approved by the Town Engineer, shows that any integrated landscaping will be sustainable given the use of the property.~~

~~4. As a condition of approval, the property owner will be required to maintain the pervious system to industry standards.~~

~~5~~2. Failure to maintain the solid pervious pavement and/or solid pervious pavers to ~~these~~ industry standards, may result in the required removal of the pervious pavers and/or pervious pavement and the installation of a drainage system approved by the Town Engineer for the property pursuant to the Town's code enforcement procedures.

***

~~(j)~~ (i)*Capacity restrictions.*

***

~~(k)~~ (j) *Queuing of vehicles* All businesses shall ensure that there is no queuing of vehicles in the adjacent rights-of-way, drive aisles of the property's parking lot or on any adjacent properties~~;~~.

~~(l)~~ (k) *Paving drainfield areas.*

(1) Paving ~~in RS-5, RD-10, RM-25, RM-50, and B-1 zoned areas~~ over drainfields or drainage facilities with asphalt or any other hard surface materials shall be prohibited ~~in the all areas over drainfields or drainage facilities~~.

***

~~(m)~~ (l) *Satellite television antennas and dishes.*

***

(3) Requirements in RS-4, RS-5 and RD-10 districts. All Satellite Television Antennas located in RS-4, RS-5 single-family and RD-10 duplex residential districts shall comply with the following:

***

(9) Small Satellite Dishes.

a. Location and placement regulations.

1. Small Satellite Dishes shall be permitted within all zoning districts and shall comply with the minimum setback requirements established for a principal building within the applicable zoning district, pursuant to this chapter. No additional permit shall be required for installation of a Small Satellite Dish, except for an electrical permit. The installation of a Small Satellite Dish shall be in accordance with the following:

(i) Ground-mounted Small Satellite Dishes are permitted as an accessory use in RS-4, RS-5, RD-10, RM-25, and RM-50 zoning districts subject to the following conditions:

***

~~(n)~~ (m) *Lighting.* Where lighting facilities are provided for parking areas, they shall be designed and installed so as to reflect the light away from any contiguous residential zoned property (see subsection 30-317(i) for parking facility lighting requirements).

~~(o)~~ (n) *Control of lighting for protection of sea turtle nesting areas.*

***

~~(p)~~ (o) *Elevation of filled land.* There shall be no land filled or elevated resulting in the elevation of the area in question above the natural elevation of the adjacent ground surface without first obtaining the approval of the Floodplain Administrator. In order to obtain review and approval by the Floodplain Administrator the applicant must first obtain the following:

***

~~(q)~~ (p) *Swimming pools, pool decks, patios, hot tubs and spas; setbacks and enclosure required.*

***

~~(r)~~ (q) *Decks.*

***

~~(s)~~ (r) *Other mechanical and plumbing equipment setback requirements.*

(1) Notwithstanding any provision of the Land Development Code which prohibits the use of setback areas, mechanical and plumbing equipment, including, but not limited to, air conditioner units, lawn irrigation pumps, water purification devices, and swimming pool or spa accessories, may be installed in a side or rear setback in all zoning districts, provided that no portion of the equipment may:

***

b. Exceed ~~five~~ six feet high above grade;

***

(2) Screening. Equipment installed after November X, 2020, shall be completely screened from the public right-of-way and adjacent properties.

(3) Nonconforming. For properties which contain legal nonconforming mechanical and/or plumbing equipment located within a setback area less than five feet from the adjacent property line and originally installed prior to March 25, 2003, such equipment may be replaced or relocated. However, in no case may the equipment be located within a setback area less than three feet eight inches from the adjacent property line.

~~(t)~~ (s) *Accessory buildings and structures.*

***

~~(u)~~ (t) *Generator and fuel storage tank regulations.* Generators and related fuel storage tanks are allowed within the Town subject to the following requirements:

***

~~(v)~~ (u) *Window screening for vacant storefronts.*

***

~~(w)~~ (v) *Rooftop photovoltaic solar systems.*

(1) *Intent.* The provisions contained herein are intended to promote the health, safety, and general welfare of the residents by removing barriers to the installation of alternative energy systems and encourage the installation of rooftop photovoltaic solar systems ~~pursuant to the U.S. Department of Energy Rooftop Solar Challenge Agreement Number DE-EE0005701 ("Go SOLAR Broward Rooftop Solar Challenge")~~ on buildings and structures within the Town. ~~The provisions and exceptions contained herein are limited to web based applications for pre-approved rooftop photovoltaic solar system installations that utilize the Go SOLAR Broward Rooftop Solar Challenge permitting process.~~

***

~~(x)~~ (w) *Groins, seawalls and breakwaters.*

***

~~(y)~~ (x) *Rooftop passive recreation.* The rooftop of a building located in the RM-25 district, or in the B-1 or B-1A district, may be used for passive recreation subject to the following.

***

SECTION 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that

the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article" or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ___ day of _____, 2020.

Passed and adopted on the second reading, this ___ day of _____, 2020.

_____

MAYOR CHRIS VINCENT

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

ATTEST:

_____

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____

Susan L. Trevarthen, Town Attorney

Sec. 30-139. - Notice of Public Hearings.

(a) *Generally.* When an application for development approval is subject to a public hearing, the DSD shall ensure that the necessary public hearing is scheduled for the decision-making body reviewing the application and that proper notice of the public hearing is provided, as set forth herein. All notices for public hearings shall include the following information:

(1) Applicant's name;

(2) The date, time, and place of the public hearing;

(3) A description of the property involved by street address or by legal description, and area of the subject property. A map may be substituted for the legal description or as required by State law;

(4) The nature, scope and purpose of the proposal being noticed;

(5) The Town departments where the public may inspect the application, staff report and related materials during normal business hours;

(6) A statement that affected parties may appear at the public hearing, be heard and submit evidence with respect to the application; and

(7) Other information as may be required by law.

(b) *Mailed notice.*

(1) Where mailed notice is required, pursuant to Table XXX, it shall be provided to all property owners within a 300 foot radius of the subject property, and shall include the subject property owner(s) and Town Development Services Department.

(2) Distances for purposes of mailed notice requirements shall be measured from the perimeter of the property subject to development approval, except that where the owner of the subject property owns contiguous property, the distance shall be measured from the perimeter of the boundary of the contiguous property.

(3) Property owners shall be determined by the ad valorem tax records of Broward County.

(4) The DSD shall prepare the written notice and provide said notice to the Town Clerk who shall be responsible for mailing the notices.

(5) Mailed notice shall be deemed given when a notice has been properly addressed, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service.

(6) Notice by mailing is a courtesy only and no action taken by the Town shall be voided by the failure of any individual property owner to receive such notice.

(c) *Published notice.* When the provisions of this chapter require published notice, the DSD shall provide that the notice be:

(1) Published in the non-legal section of the local newspaper of general circulation that has been selected by the Town and in accordance with applicable Florida Statutes.

(2) Follow the timelines and ad type established in Table XXX in this article.

(3) For the purposes of this section and Table XXX:

a. "Display ad" shall be no less than two columns wide by ten inches long and the headline of the required notice shall be in a type no smaller than 18 point font size. If the ad is for a zoning map amendment, it shall also include a map pursuant to Florida Statutes 166.041(3)(c)2.

b. "Standard ad" shall be shall be in the legal ad section of the classified ads of the newspaper and shall be in a type no smaller than 5 point font size.

(d) *Posted notice.* When the provisions of this chapter require that notice be posted on the property subject to the application, the DSD shall provide the required sign to the applicant who will be responsible for posting the property, as set forth below:

(1) Signs shall be placed on the property that is the subject of the application in accordance with timelines prescribed in Table XXX in this article prior to a required or requested hearing.

(2) If the subject property fronts on more than one right-of-way, then a sign shall be posted facing each right-of-way.

(3) Signs shall be placed no more than five feet from the street or if there is a sidewalk, no more than two feet beyond the property side edge of the sidewalk, so that the lettering is visible from the street.

(4) If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the Town and posting the new sign on the property.

(5) The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, or requirement for review or hearing by another body. The sign information shall be updated to include any additional public hearings or public hearing deferrals consistent with Table XXX.

(6) No less than five days prior to the public hearing, the applicant shall execute and submit to the Department an affidavit of proof of the posting of the public notice sign in accordance with the provisions of this section. Updates as provided in (5) above shall also require such affidavit. If the applicant fails to submit the required affidavit, the DSD may postpone the application until the next public hearing after the affidavit has been supplied.

(e) *Town Website Posting.* Notice of all development applications shall be provided on the Town's Website no later than ten days prior to any public hearing related to the application. Website Notice is a courtesy only and no action taken by the Town shall be voided by the failure of such notice to be posted.

(f) *Re-noticing.* All costs of re-noticing the public hearing shall be borne by the party failing to comply with the applicable notice requirements, requesting the deferral or continuance, or whose actions are responsible for the deferral or continuance which may require re-noticing of the hearing. Continuances to a date certain, announced at the originally noticed meeting, shall not require re-notice of the new public hearing date. Continuances to unspecified dates, substantive changes to an application request during the period an application has been continued, or more than two continuances on the application, shall require re-noticing for the new public hearing date.

(g) *Development applications requiring public hearing.* Public hearings on applications for development permit approvals other than rezoning, including, but not limited to administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, vacations and variances shall be noticed as follows in accordance with Table XXX.

(h) *Applicant bears burden of costs.* When the provisions of this chapter require that notice be provided, the costs of Town staff preparing the content of the notice and providing such notice shall be billed through cost recovery.

(i) *Provisions of Florida Statutes to prevail.* Where provisions of the Florida Statutes conflict with provisions of this chapter, the Florida Statutes shall prevail except where this chapter contains supplementary requirements not in conflicting with the Florida Statutes.

Table XXX. Notice Requirements

Application Type	Florida Statute Reference	Board Notice Date (as applicable)	Commis-sion Notice Date	Type of Notice			
				Website	Posted	Mailed 300'	Published (Ad Type)
Other development permits: administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, variances		10 days	10 days	X	X	X	n/a
Administrative decisions: Architectural Review, Conditional Use Level 1 Modification, Site Plan Level 1 Modification				n/a	n/a	n/a	n/a
Comprehensive Development Master Plan - Text	163.3184	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X			X (Display)
Comprehensive Development Master Plan - Map	163.3184	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X	X	X	X (Display)
Land Development Code - Text Amendments changes to actual list of	166.041(3)(c)2	10 days	7 days - 1st public hrg and 5 days - 2nd	X			X (Display)

permitted, conditional, or prohibited uses within a zoning category).			public hrg				
Land Development Code - all other Text Amendments	166.041	10 days	10 days	X			X (Standard)
Zoning Map Change (chapter 30)—Town (less than 10 contiguous acres)	166.041(3)(c)1	10 days	30 days	X		X	X (Standard)
Zoning Map Change (chapter 30)—Town (10 or more contiguous acres)	166.041(3)(c)2	10 days	7 days - 1st public hrg 5 days - 2nd public hrg	X	X	X*	X* (Display, with map)
Zoning Map Change (chapter 30)—Owner	166.041(3)(a)	10 days	10 days	X	X	X	X (Standard)

(Ord. No. 2014-08, § 3, 7-7-2014)

Order ID: 6777006

* Agency Commission not included

GROSS PRICE * : **$312.20**

PACKAGE NAME: SSC Other Legal Notices

Order ID: 6777006

* Agency Commission not included

GROSS PRICE * : **$312.20**

PACKAGE NAME: SSC Other Legal Notices

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com
AdSize(s): 1 Column
Run Date(s): Sunday, September 27, 2020
Color Spec. B/W

Preview

TOWN OF LAUDERDALE-BY-THE-SEA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN the Town of Lauderdale-By-The-Sea (the "Town") will hold a virtual public hearing in accordance with authorized communications media technology protocols, as provided on the Town's website, and the meeting agendas, on the below referenced Ordinance before the Planning and Zoning Board (the "PZB") on October 7, 2020 at 6:00 p.m., and the Town Commission on October 13, 2020 at 6:30 p.m. or soon thereafter as possible, broadcasted live for members of the public to view on the Town's website (www.lbts-fl.gov), Comcast Channel 78, and AT&T U-verse Channel 99. In the event changes are made to the current meeting format, the Town may hold public hearings on the below referenced Ordinance, pursuant to the same dates and times as referenced above, in the Town Commission Chambers, 4505 Ocean Drive, Lauderdale-By-The-Sea, Florida.

ORDINANCE 2020-09

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V "ZONING;" SECTION 30-261 "B-1 A BUSINESS DISTRICT-BUSINESS," SECTION 30-271 "B-1 DISTRICT BUSINESS," AND SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Until further notice, public hearings held before the PZB and Town Commission will be held as virtual public hearings with PZB members and Town Commission and Town staff participating through video conferencing. Members of the public may participate in the virtual public hearings by utilizing the following two methods:

Order ID: 6777006

* Agency Commission not included

GROSS PRICE * : **$312.20**

PACKAGE NAME: SSC Other Legal Notices

(1) WRITTEN PUBLIC COMMENTS. Please send an e-mail including your public comment to public_comments@lbts-fl.gov Written public comments received by the Town on the above-referenced Ordinance will be read into the record during the virtual public hearing by the PZB Clerk or the Town Clerk, as may be applicable. Written public comments submitted via email are limited to a maximum of 400-words. The public comment must include the person's name and address, and identify the above referenced Ordinance(s) and meeting. The deadline to submit public comments will occur when the Mayor closes the public comment for the item.

(2) ACTIVE PARTICIPATION. Please notify the Town Clerk via e-mail at public_comments@lbts-fl.gov by 5:00 pm on October 7, 2020 and October 13, 2020 of your desire to speak during the Live Virtual public hearings. Please provide your name, email address, phone number, and specify if you wish to speak during Public Comments or during a specific agenda item. Upon receipt of your e-mail, the Town will provide you with the Zoom virtual meeting ID and link. For security reasons, please do not share the Meeting ID with anyone else. If a friend or neighbor also wishes to speak, have them contact the Town Clerk. The Town will enable the Waiting Room function on Zoom and allow public speakers to enter the virtual meeting during Public Comments or for a specific agenda item. Public comments are limited to no more than three (3) minutes. Individuals may join the virtual public hearing by either calling in telephonically or using a laptop or computer webcam.

However, the public is advised to check the Town's website for up-to-date information on any changes to the manner in which the meeting will be held and the location. The manner of participation may be different if the meeting is held in person.

A copy of the PZB and Town Commission meeting agenda packet and related materials concerning the proposed Ordinances are available for review the Friday before the meeting on the Town's website at www.lbts-fl.gov.

If a person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing,

Order ID: 6777006

* Agency Commission not included

GROSS PRICE * : $312.20

PACKAGE NAME: SSC Other Legal Notices

he/she will need a record of the proceedings, and for such purpose, may need to ensure a verbatim record of the proceedings, and for such purpose, may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

All persons needing assistance or special accommodations to participate in the proceeding should contact the Town Clerk no later than two (2) business days prior to the meeting at 954-640-4200 for assistance.

Tedra Allen
Town Clerk
9/27/2020 6777006

Agenda Item No: 16.a

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Linda Connors
Submitting Department: Development Services
Item Type: Ordinances 2nd Reading
Agenda Section: ORDINANCES 2nd Reading

Subject Title:

ORDINANCE NO. 2020-07 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE V "ZONING," DIVISION 2 "DISTRICTS," SUBDIVISION L "B-1-A DISTRICT REGULATIONS," AND SUBDIVISION M "B-1 DISTRICT REGULATIONS" TO MODIFY REGULATIONS AND STANDARDS RELATED TO OUTSIDE SEATING FOR RESTAURANTS ON PRIVATE PROPERTY, OTHER THAN A SIDEWALK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Explanation:

The Town Commission held a workshop on May 16, 2019, to discuss downtown issues such as noise, signs and sidewalk café regulations. After discussion, the Town Commission requested that staff bring forward ordinances to amend the current sidewalk café, outdoor dining and sign code regulations. A sidewalk café is seating for a restaurant or food store in the Town's right-of-way and is regulated in Chapter 17 of the Town's Code of Ordinances. In some instances, a restaurant may have outdoor seating located on its private property. Such outdoor seating is regulated as outdoor dining, instead of as a sidewalk cafe. Outdoor dining regulations are located in Chapter 30 of the Town's Code of Ordinances and mirrors the sidewalk café regulations. Because outdoor dining is regulated in Chapter 30, the Planning and Zoning Board is required to review the ordinance and make a recommendation to the Commission as to whether or not the ordinance should be approved. At the January 7, 2020 meeting, the Planning and Zoning Board reviewed the proposed outdoor dining ordinance and recommended approval. The Commission subsequently heard the item and on February 11, 2020 meeting passed the ordinance on second reading. While the ordinance was reviewed by the Planning and Zoning Board, staff did not properly advertise the ordinance per the code requirements. The ordinance is therefore invalid and must be brought back to the Board and Commission for review and consideration after being properly advertised. Staff advertised the ordinance on July 25, 2020 which meets the requirements of Section 30-139 of the Town's Code. Discussion Outdoor dining is similar to sidewalk café dining in that the furniture and fixtures are outside the restaurant and have an impact on the aesthetics of the Town. However, since outdoor dining is located on private property, there is no monthly fee for using the outdoor area for seating. The proposed ordinance accomplishes the following: 1. Clarifies and updates the Town Code by amending existing language; 2. Establishes a timeframe for permit review; 3. Adds a distance requirement for

tables and chairs from bus stops, taxi stands, etc.; and 4. Adds standards for the size of shade structures, density of outdoor seating and location of greeting podiums. Proposed ordinance 2020-07 has the same content as ordinance 2020-01 that was approved by the Commission in February of this year. At their August 5, 2020 meeting, the Planning and Zoning Board recommended approval of Ordinance 2020-07. The Commission approved this ordinance on first reading at their September 14, 2020 meeting.

Recommendation:

Staff recommends approval of Ordinance 2020-07.

Attachments:

1. Ordinance 2020-07

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE V "ZONING," DIVISION 2 "DISTRICTS," SUBDIVISION L "B-1-A DISTRICT REGULATIONS," AND SUBDIVISION M "B-1 DISTRICT REGULATIONS" TO MODIFY REGULATIONS AND STANDARDS RELATED TO OUTSIDE SEATING FOR RESTAURANTS ON PRIVATE PROPERTY, OTHER THAN A SIDEWALK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town's regulations are current and consistent with the Town's planning and regulatory needs; and

WHEREAS, the Town Commission desires to amend the Town Code to modify regulations and standards related to outside seating for restaurants on private property, other than a sidewalk; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the contents of this Ordinance at a duly noticed public hearing on August 5, 2020, and recommended the amendments be approved; and

WHEREAS, the Town Commission conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Town Commission has determined

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that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

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

Section 1: The foregoing "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2: Chapter 30, "Unified Land Development Regulations," Article V "Zoning," Division 2 "Districts," Subdivision L "B-1-A District Regulations" of the Town's Code of Ordinances is hereby amended as follows[1]:

Sec. 30-261. - B-1-A district—Business.

(a) *B-1-A uses permitted.*

(1) *Permitted uses.* No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses, not to exceed 10,000 square feet in gross floor area:

* * * * * * *

hhh. Restaurant, which may also include the following accessory uses:

1. Sidewalk cafés which would be appurtenant to, and a part of, a restaurant, subject to the requirements of chapter 17, article VI, sidewalk cafés.
2. Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the principal restaurant use and that is not regulated under chapter 17, article VI, and subject to the regulations set forth in subsection (e<u>h</u>), below.
3. Walk-up windows for food and/or beverage service.

* * * * * * *

[1] Additions to the text are shown in <u>underline</u>. Deletions to the text are shown in ~~strikethrough~~.

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(h) Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the primary restaurant use may be permitted subject to the following regulations:

(1) *Permit required.* It shall be unlawful for any person to provide outside seating for a restaurant on private property within the Town without first obtaining a permit from the Town. The location of an outside seating area for a restaurant shall be approved by the Town Manager or designee.

(2) *Permit fee.* The fee for a permit for outside seating for a restaurant shall be as established by resolution of the Town Commission, shall be non-refundable, and shall accompany the outdoor seating application. ~~. A permit fee shall be established by resolution of the Town Commission.~~

(3) *Permit application.* Application for a permit to provide outside seating for a restaurant shall be commenced by the filing of a complete application on a form provided by the Town with the Development Services Department. Such application shall include the following: ~~made at the office of the Town Clerk. Such application shall include:~~

a. Name, address and telephone number of the applicant.

b. Name and address of business.

c. A copy of a valid Town of Lauderdale-By-The-Sea business tax receipt to operate a restaurant adjacent to the outside seating area which is the subject of the application.

d. An 8½ × 11 inch drawing or larger at a minimum scale of one inch equals 20 feet showing the following:

1. The store front and all openings (doors, windows);

2. The location and dimensions of the private property area being utilized for the outside seating area, including: structures located thereon; proposed location, dimension and number of tables, chairs, and umbrellas proposed within the outside seating area;

3. Clear delineation of the boundary between private property and the public right-of-way;

4. The location of tables and chairs complying with the Americans with Disabilities Act (ADA) standards.

e. When the outside seating is visible from a public right-of-way, the application shall also include:

1. Photographs and/or manufacturer brochures fully describing the appearance of all proposed chairs, tables, umbrellas and other private features, including but not limited to lighting to be used in the proposed outside seating area.

2. A trash management and maintenance plan for the outside seating area, which shall include a plan for pickup and disposal of any trash or food on or around the tables and chairs or sidewalk, and periodic pressure cleaning of the area used for outside seating. This plan shall ensure that the outside seating area is

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maintained in a neat and orderly appearance at all times and the area shall be cleared of all debris on a periodic basis during the day and at the close of each business day to ensure a healthy and safe environment.

f. Written consent from the building owner for the proposed outside seating area.

g. In the event the outside seating area is proposed in front of an adjacent owner's property, the applicant must provide written consent from the adjacent property owner for use of this area.

h. Non-refundable application fee.

~~i. Applications shall be reviewed for compliance with the Town Code and may be approved by the Town Manager or designee.~~

~~j. The Town Manager or designee may deny an application that does not comply with this section. Such denials shall be written and shall provide the reasons for the denial. The applicant or any property owner whose property directly abuts the property which is the subject matter of the application may appeal the Town Manager or designee's decision to the Town Commission.~~

(4) *Permit Application Review.* The Town Manager or designee shall review applications for compliance with the standards and requirements set forth in this Article as well as any other applicable Town Code provisions.

a. No application shall be accepted until it is deemed complete.

b. The Town Manager or designee shall review the submitted application within twenty (20) business days and either accept the application if it is complete or, if incomplete, reject the application with a written notice of incompleteness, specifying the data missing from the application.

c. If an application is rejected, the applicant may resubmit the application with the additional information required. Upon each resubmittal, the Town manager or designee shall have ten (10) business days to review the resubmitted application and either accept the application as complete or provide written notice of any corrections, revisions or deficiencies. This process shall continue until the applicant has submitted a complete application or demands that the application be reviewed as is, without further revisions.

d. If an applicant fails to provide the additional information as requested by the Town Manager or designee within sixty (60) days of the request for additional information, the Town Manager or designee may deem the application to be withdrawn by the applicant and the application considered null and void. Upon request, the applicant shall be entitled to one sixty (60) day extension, provided the extension request is granted prior to the expiration of the above referenced sixty (60) day time period.

e. For any application in which the outdoor seating area is not located directly in front the associated restaurant, the Town will send a courtesy notice to those businesses directly abutting the proposed outdoor seating. Any affected person may provide written comments to the Town Manager

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or designee within ten (10) days of the date of the mailed notice, for the consideration of the Town Manager or designee. Failure to mail or receive such courtesy notice shall not affect actions taken under this Article.

(6) Prior to issuance of an outdoor seating permit or annual renewal, the Town Clerk shall certify that there are no outstanding fines, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting an outdoor seating permit. An outdoor seating permit may not be issued until all outstanding fees and/or fines owed to the Town are paid in full.

(7) The Town Manager or designee shall approve, approve with conditions, or deny an application based on the requirements of this Article and compliance with the Town Code. Approval shall be in the form of an outdoor seating permit and as provided for in this Article. A denial of an outdoor seating application shall be made in writing and shall provide the reasons for such denial. The applicant or an affected property owner whose property directly abuts the property, which is the subject matter of the application, may appeal the Town Manager or designee's decision on the outdoor seating permit application to the Town Commission.

(~~4~~5) *Location requirements.* The location of an outside seating area for a restaurant shall be subject to the following locational regulations:

a. An outside seating area shall only be permitted on private property that is adjacent to a licensed restaurant business to which the permit is issued.

b. Tables and chairs shall not be located within a (10) ten-foot proximity of bus stops, taxi stands, fire hydrants, a pedestrian crosswalk, driveway or handicap ramp.

c. The Town Manager or designee may permit an exception to the distance requirement of subsection b. above from (10) ten feet to (5) five feet where established pedestrian and tram paths shall not be obstructed and where public safety shall not be adversely affected.

d. Markers approved by the Town Manager or designee shall be embedded into the property to distinguish the approved boundaries of the outside seating area. This requirement may be waived by the Town Manager or designee if the proposed outside seating area is not on or adjacent to any private or public sidewalk, parking or other pedestrian area if the area is otherwise clearly delineated.

(~~5~~6) *Additional regulations for outside seating for a restaurant.*

a. The outside seating area shall be accessory to and under the same ownership or control as the primary restaurant, which is operated within a permanently enclosed building located on the same or adjacent parcel. The outdoor seating permit shall be personal to the permittee only and shall not be transferrable. The outdoor seating permit issued shall be specific to the location and is not transferrable to another location.

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b. ~~There shall be no use, operation, or playing of any musical instrument, loud-speaker, sound amplifier, or other machine or device for the production or reproduction of sound in such a manner as to disturb the peace, quiet, or comfort of the neighboring inhabitants or at any time with louder volume than is otherwise regulated by chapter 13, Noise, of the Town Code.~~

Live and/or amplified music shall be prohibited within the confines of the outdoor seating area. Speakers emitting music from inside the restaurant or food store serving the sidewalk café area shall be placed and directed in such a manner that the music's amplification is directed internally into the restaurant or food store.

c. Food preparation shall only occur in the fully enclosed area of the licensed primary restaurant.

d. Hours of operation shall not exceed the hours of operation established for the principal licensed restaurant.

e. All fabrics shall be fire-retardant, pressure-treated or manufactured of fire resistive material.

f. No objects shall be permitted around the perimeter of the outside seating area that is occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the use of a sidewalk by the general public.

g. Additionally, when the outside seating area is visible from a public right-of-way:

1. No tables, chairs, or any other part of an outside seating area shall be permanently attached, chained, or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area.

2. Tables, chairs, umbrellas, canopies, awnings, and any other objects utilized as part of the outside seating area shall be of quality design, materials, size, elevation and workmanship both to ensure the safety and convenience of users, and to enhance the visual quality of the urban environment.

3. Design, materials and colors shall be approved by the Town Manager or designee prior to the issuance of the permit to allow the outside seating area.

h. Shade Structures.

1. Umbrellas. Shall be no larger than 8.5 feet in diameter and shall maintain a minimum vertical clearance from the sidewalk of not less than eight (8) feet in height.

2. Tents, canopies and pergolas or other similar structures are prohibited.

i. Outdoor seating. The maximum seating capacity shall be limited to one seat per ten (10) square feet of outdoor seating area for chairs and one barstool seat per twenty-four (24) inches of the linear outside bar area.

j. Greeting podiums and service stations. All furniture and fixtures, including any greeting podium and/or service station, shall remain within the confines of the designated outdoor seating area, located as close to the building as feasibly possible and shall not impede the public right-of-way.

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(~~6~~7) Prior to issuance of a permit for an outside seating area, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting a permit for outside seating. A permit to allow outside seating will not be issued until all outstanding debts to the Town are paid in full.

(~~7~~8) Any primary restaurant which obtains a permit to have outside seating as an accessory use to a primary restaurant, pursuant to subsection 30-261~~(1) and (6)~~ may redesign the face of their establishment to allow for doors or panels that permit the establishment to have open sides allowing for an indoor/outside restaurant design. Any proposed alterations, modifications or changes to the building shall require the issuance of a building permit, compliance with the Town Code and payment in full of all applicable fees.

* * * * * * *

Section 2: Chapter 30, "Unified Land Development Regulations," Article V "Zoning," Division 2 "Districts," Subdivision M "B-1District Regulations" of the Town's Code of Ordinances is hereby amended as follows:

Subdivision M. - B-1 District Regulations

Sec. 30-271. - B-1 district—Business.

(a) *B-1 uses permitted.*

(1) *Permitted uses.* No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses, not to exceed 10,000 square feet in gross floor area, except for waterfront hotel uses:

* * * * * * *

hhh. Restaurant, which may also include the following accessory uses:

1. Sidewalk cafés which would be appurtenant to, and a part of, a restaurant, subject to the requirements of chapter 17, article VI, sidewalk cafés.

2. Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the principal restaurant use and that is not regulated under chapter 17, article VI, and subject to the regulations set forth in subsection (~~e~~h), below.

3. Walk-up windows for food and/or beverage service.

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* * * * * * *

(h) Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the primary restaurant use may be permitted subject to the following regulations:

(1) *Permit required.* It shall be unlawful for any person to provide outside seating for a restaurant on private property within the Town without first obtaining a permit from the Town. The location of an outside seating area for a restaurant shall be approved by the Town Manager or designee.

(2) *Permit fee.* The fee for a permit for outside seating for a restaurant shall be as established by resolution of the Town Commission, shall be non-refundable, and shall accompany the outdoor seating application. ~~. A permit fee shall be established by resolution of the Town Commission.~~

(3) *Permit application.* Application for a permit to provide outside seating for a restaurant shall be commenced by the filing of a complete application on a form provided by the Town with the Development Services Department. Such application shall include the following: ~~made at the office of the Town Clerk. Such application shall include:~~

a. Name, address and telephone number of the applicant.

b. Name and address of business.

c. A copy of a valid Town of Lauderdale-By-The-Sea business tax receipt to operate a restaurant adjacent to the outside seating area which is the subject of the application.

d. An 8½ × 11 inch drawing or larger at a minimum scale of one inch equals 20 feet showing the following:

1. The store front and all openings (doors, windows);

2. The location and dimensions of the private property area being utilized for the outside seating area, including: structures located thereon; proposed location, dimension and number of tables, chairs, and umbrellas proposed within the outside seating area;

3. Clear delineation of the boundary between private property and the public right-of-way;

4. The location of tables and chairs complying with the Americans with Disabilities Act (ADA) standards.

e. When the outside seating is visible from a public right-of-way, the application shall also include:

1. Photographs and/or manufacturer brochures fully describing the appearance of all proposed chairs, tables, umbrellas and other private features, including but not limited to lighting to be used in the proposed outside seating area.

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2. A trash management and maintenance plan for the outside seating area, which shall include a plan for pickup and disposal of any trash or food on or around the tables and chairs or sidewalk, and periodic pressure cleaning of the area used for outside seating. This plan shall ensure that the outside seating area is maintained in a neat and orderly appearance at all times and the area shall be cleared of all debris on a periodic basis during the day and at the close of each business day to ensure a healthy and safe environment.

f. Written consent from the building owner for the proposed outside seating area.

g. In the event the outside seating area is proposed in front of an adjacent owner's property, the applicant must provide written consent from the adjacent property owner for use of this area.

h. Non-refundable application fee.

~~i. Applications shall be reviewed for compliance with the Town Code and may be approved by the Town Manager or designee.~~

~~j. The Town Manager or designee may deny an application that does not comply with this section. Such denials shall be written and shall provide the reasons for the denial. The applicant or any property owner whose property directly abuts the property which is the subject matter of the application may appeal the Town Manager or designee's decision to the Town Commission.~~

(4) *Permit Application Review.* The Town Manager or designee shall review applications for compliance with the standards and requirements set forth in this Article as well as any other applicable Town Code provisions.

(1) No application shall be accepted until it is deemed complete.

(2) The Town Manager or designee shall review the submitted application within twenty (20) business days and either accept the application if it is complete or, if incomplete, reject the application with a written notice of incompleteness, specifying the data missing from the application.

(3) If an application is rejected, the applicant may resubmit the application with the additional information required. Upon each resubmittal, the Town manager or designee shall have ten (10) business days to review the resubmitted application and either accept the application as complete or provide written notice of any corrections, revisions or deficiencies. This process shall continue until the applicant has submitted a complete application or demands that the application be reviewed as is, without further revisions.

(4) If an applicant fails to provide the additional information as requested by the Town Manager or designee within sixty (60) days of the request for additional information, the Town Manager or designee may deem the application to be withdrawn by the applicant and the application considered null and void. Upon request, the applicant shall be entitled to one sixty (60) day extension, provided the extension request is granted prior to the expiration of the above referenced sixty (60) day time period.

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(5) For any application in which the outdoor seating area is not located directly in front the associated restaurant, the Town will send a courtesy notice to those businesses directly abutting the proposed outdoor seating. Any affected person may provide written comments to the Town Manager or designee within ten (10) days of the date of the mailed notice, for the consideration of the Town Manager or designee. Failure to mail or receive such courtesy notice shall not affect actions taken under this Article.

(6) Prior to issuance of an outdoor seating permit or annual renewal, the Town Clerk shall certify that there are no outstanding fines, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting an outdoor seating permit. An outdoor seating permit may not be issued until all outstanding fees and/or fines owed to the Town are paid in full.

(7) The Town Manager or designee shall approve, approve with conditions, or deny an application based on the requirements of this Article and compliance with the Town Code. Approval shall be in the form of an outdoor seating permit and as provided for in this Article. A denial of an outdoor seating application shall be made in writing and shall provide the reasons for such denial. The applicant or an affected property owner whose property directly abuts the property, which is the subject matter of the application, may appeal the Town Manager or designee's decision on the outdoor seating permit application to the Town Commission.

(~~4~~5) *Location requirements.* The location of an outside seating area for a restaurant shall be subject to the following locational regulations:

a. An outside seating area shall only be permitted on private property that is adjacent to a licensed restaurant business to which the permit is issued.

b. Tables and chairs shall not be located within a (10) ten-foot proximity of bus stops, taxi stands, fire hydrants, a pedestrian crosswalk, driveway or handicap ramp.

c. The Town Manager or designee may permit an exception to the distance requirement of subsection b. above from (10) ten feet to (5) five feet where established pedestrian and tram paths shall not be obstructed and where public safety shall not be adversely affected.

d. Markers approved by the Town Manager or designee shall be embedded into the property to distinguish the approved boundaries of the outside seating area. This requirement may be waived by the Town Manager or designee if the proposed outside seating area is not on or adjacent to any private or public sidewalk, parking or other pedestrian area if the area is otherwise clearly delineated.

(~~5~~6) *Additional regulations for outside seating for a restaurant.*

a. The outside seating area shall be accessory to and under the same ownership or control as the primary restaurant, which is operated within a permanently enclosed

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building located on the same or adjacent parcel. The outdoor seating permit shall be personal to the permittee only and shall not be transferrable. The outdoor seating permit issued shall be specific to the location and is not transferrable to another location.

b. ~~There shall be no use, operation, or playing of any musical instrument, loud-speaker, sound amplifier, or other machine or device for the production or reproduction of sound in such a manner as to disturb the peace, quiet, or comfort of the neighboring inhabitants or at any time with louder volume than is otherwise regulated by chapter 13, Noise, of the Town Code.~~

Live and/or amplified music shall be prohibited within the confines of the outdoor seating area. Speakers emitting music from inside the restaurant or food store serving the sidewalk café area shall be placed and directed in such a manner that the music's amplification is directed internally into the restaurant or food store.

c. Food preparation shall only occur in the fully enclosed area of the licensed primary restaurant.

d. Hours of operation shall not exceed the hours of operation established for the principal licensed restaurant.

e. All fabrics shall be fire-retardant, pressure-treated or manufactured of fire resistive material.

f. No objects shall be permitted around the perimeter of the outside seating area that is occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the use of a sidewalk by the general public.

g. Additionally, when the outside seating area is visible from a public right-of-way:

1. No tables, chairs, or any other part of an outside seating area shall be permanently attached, chained, or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area.

2. Tables, chairs, umbrellas, canopies, awnings, and any other objects utilized as part of the outside seating area shall be of quality design, materials, size, elevation and workmanship both to ensure the safety and convenience of users, and to enhance the visual quality of the urban environment.

3. Design, materials and colors shall be approved by the Town Manager or designee prior to the issuance of the permit to allow the outside seating area.

h. Shade Structures.

1. Umbrellas. Shall be no larger than 8.5 feet in diameter and shall maintain a minimum vertical clearance from the sidewalk of not less than eight (8) feet in height.

2. Tents, canopies and pergolas or other similar structures are prohibited.

i. Outdoor seating. The maximum seating capacity shall be limited to one seat per ten (10) square feet of outdoor seating area for chairs and one barstool seat per twenty-four (24) inches of the linear outside bar area.

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j. Greeting podiums and service stations.

1. All furniture and fixtures, including any greeting podium and/or service station, shall remain within the confines of the designated outdoor seating area, located as close to the building as feasibly possible and shall not impede the public right-of-way.

(~~6~~7) Prior to issuance of a permit for an outside seating area, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting a permit for outside seating. A permit to allow outside seating will not be issued until all outstanding debts to the Town are paid in full.

(~~7~~8) Any primary restaurant which obtains a permit to have outside seating as an accessory use to a primary restaurant, pursuant to subsection 30-26~~7~~1~~(1) and (6)~~ may redesign the face of their establishment to allow for doors or panels that permit the establishment to have open sides allowing for an indoor/outside restaurant design. Any proposed alterations, modifications or changes to the building shall require the issuance of a building permit, compliance with the Town Code and payment in full of all applicable fees.

* * * * * * *

Section 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

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Section 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ___ day of _____, 2010.

Passed and adopted on the second reading, this ___ day of _____, 2010.

_____

MAYOR CHRIS VINCENT

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

ATTEST:

_____
Tedra Allen, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

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Agenda Item No: 16.b

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Linda Connors
Submitting Department: Development Services
Item Type: Ordinances 2nd Reading
Agenda Section: ORDINANCES 2nd Reading

Subject Title:

Ordinance 2020-08 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 1 "GENERAL PROVISIONS," CHAPTER 9 "FLOOD PREVENTION AND CONTROL," AND CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS" TO COMBINE THE PLANNING AND ZONING BOARD, BOARD OF ADJUSTMENT, HISTORIC PRESERVATION BOARD, AND LOCAL PLANNING AGENCY TO SERVE AS ONE BOARD; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Explanation:

To combine the Planning and Zoning Board, Board of Adjustment, Historic Preservation Board and Local Planning Agency to serve as one Board.

The Town Commission has established the following advisory Boards (collectively, the "Boards") in the Town's Land Development Regulations for residents to assist the Town Commission in the decision-making process:

- Planning and Zoning Board
- Board of Adjustment
- Historic Preservation Board, and
- Local Planning Agency

Residents are selected to serve on the Boards at the second regularly scheduled Town Commission meeting following each regular election. For the last two selection periods, the Town Commission has elected to select the same persons to serve on the Boards. The Town has recognized that it has become progressively more difficult to fill the board positions due to lack of involvement from the public. In addition, most of these boards do not have the caseload to meet on a regular basis which makes it difficult for the public to grasp the requirements of their position before it is time to create a new board.

During the last selection period, the Town Commission directed staff to draft an ordinance combining all the Boards' responsibilities into the duties of the Planning and Zoning Board and deleting references to the other Boards. Ordinance 2020-08 accomplishes this task.

It should be noted that the Board of Adjustment is referenced in both Chapter 1 “General Provisions” and Chapter 9 “Flood Prevention and Control;” thus, Ordinance 2020-08 includes references to these chapters.

At their August 5, 2020 meeting, the Planning and Zoning Board recommended approval of this ordinance. The Commission approved this ordinance on first reading at their September 14, 2020 meeting.

Recommendation:
Staff recommends approval of Ordinance 2020-08.

Attachments:
1. Ordinance 2020-08

EXHIBIT 1

ORDINANCE NO. 2020-08

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 1 "GENERAL PROVISIONS," CHAPTER 9 "FLOOD PREVENTION AND CONTROL," AND CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS" TO COMBINE THE PLANNING AND ZONING BOARD, BOARD OF ADJUSTMENT, HISTORIC PRESERVATION BOARD, AND LOCAL PLANNING AGENCY TO SERVE AS ONE BOARD; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (the "Town") recognizes that changes to the adopted Code of Ordinances (the "Town Code") are periodically necessary in order to ensure that the Town's regulations are current and consistent with the Town's planning and regulatory needs; and

WHEREAS, the Town Commission desires to combine the Planning and Zoning Board and Board of Adjustment, Historic Preservation Board, and Local Planning Agency to serve as one board; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed this Ordinance at a duly noticed hearing on August 5, 2020, and recommended approval; and

WHEREAS, the Town Commission has reviewed this Ordinance at two duly noticed public hearings in accordance with law; and

WHEREAS, the Town Commission finds that this proposed Ordinance serves to further enhance the protection of the public health, safety and welfare.

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

EXHIBIT 1

ORDINANCE NO. 2020-08

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

SECTION 2. Amendment. Chapter 1 "General Provisions," Section 1-2, "Definitions and rules of construction generally" is hereby amended to read as follows[1]:

Chapter 1 - GENERAL PROVISIONS

***

Sec. 1-2. - Definitions and rules of construction generally.

***

~~Board of Adjustment. The phrase "Board of Adjustment" shall mean the Town of Lauderdale-By-The-Sea Board of Adjustment as provided in section article I, division 2, of chapter 30, the Unified Land Development Code, of the Code.~~

***

SECTION 3. Amendment. Chapter 9 "Flood Prevention and Control" is hereby amended to read as follows:

Chapter 9 - FLOOD PREVENTION AND CONTROL

***

Sec. 9-41. - General.

The ~~Board of Adjustment~~ Planning and Zoning Board shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to F.S. § 553.73(5), the ~~Board of Adjustment~~ Planning and Zoning Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

[1] Additions to text are shown in underline. Deletions to text are shown in ~~strikethrough~~.

Sec. 9-42. - Appeals.

The ~~Board of Adjustment~~ Planning and Zoning Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision of ~~Board of Adjustment~~ the Planning and Zoning Board may appeal such decision to the Circuit Court, as provided by Florida Statutes.

***

Sec. 9-47. - Considerations for issuance of variances.

In reviewing requests for variances, the ~~Board of Adjustment~~ Planning and Zoning Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:

***

SECTION _4. Amendment. Chapter 30 "Unified Land Development Regulations" is hereby amended to read as follows:

Chapter 30 - UNIFIED LAND DEVELOPMENT REGULATIONS

***

Sec. 30-5. - Comprehensive Plan adopted.

(a) Pursuant to the Community Planning Act. F.S. § 163.3161 et seq., the Town of Lauderdale-By-The-Sea Comprehensive Plan, as hereby prepared by the ~~Local Planning Agency~~ Planning and Zoning Board serving as the statutory local planning agency, and including but not limited to:

***

Sec. 30-11. - Definitions.

***

(1) *Abbreviations.* The following abbreviations are used in this chapter and shall have the following meaning:

***

~~LPA~~	~~Local Planning Agency~~

***

Sec. 30-21. - Establishment.

The following positions~~, agencies~~ and board~~s~~ are created and established to perform the duties provided herein in relation to the issuance of development permits and approvals:

(a) Development Services Director; and

(b) Planning and Zoning Board~~;~~.

~~(c) Board of Adjustment;~~

~~(d) Local Planning Agency; and~~

~~(e) Historic Preservation Board.~~

***

Sec. 30-23. - Board ~~and agency~~ procedures, expenses and staffing.

(a) *Procedures.* The following procedures shall be applicable to ~~each of the Boards and to the Local Planning Agency~~ the Planning and Zoning Board.

(1) *Public comment on regular agenda.* ~~Each~~ The ~~b~~Board ~~and the Local Planning Agency~~ shall provide for public comment at the beginning of each scheduled meeting to allow the public the opportunity to address the board. Public comments shall be limited to not more than three minutes per person, unless the board or agency authorizes a different amount of time.

(2) *Non-agenda action.* In the event there is a proposal to take any type of action, including making a recommendation, which was not on the published meeting agenda available at the time of public comment, the chair shall provide the opportunity for public comment on the issue prior to taking any action. Public comments shall be maintained at no more than three minutes per person, unless the ~~b~~Board ~~or agency~~ authorizes a different amount of time.

(3) *Additional procedures.* The Town Commission may by resolution fix and determine additional procedures before the ~~b~~Board~~s or the Local Planning Agency~~. In addition, ~~each~~ the ~~b~~Board ~~and the Local Planning Agency~~ may adopt reasonable rules and regulations for the presentation of matters, may appoint committees to assist in research work or planning work, and may call in advisors or assistants from time to time as needed, which are not inconsistent with any Town Commission resolution relating thereto.

(b) *Established and composition.* The Planning and Zoning Board ~~and the Board of Adjustment~~, ~~each~~ consisting of five members and two alternates, ~~are~~ is hereby created.

(1) *Membership.* The Town Commission shall appoint five members and two alternates to the Planning and Zoning Board ~~and to the Board of Adjustment~~ who shall serve at the pleasure of the Town Commission and may be removed by a majority vote of the Town Commission. The Town Commission shall also designate the order of priority in which the alternates shall be called to serve upon the absence of a regular member. The Board shall include a representative of the school district appointed by the Broward County School Board as a non-voting member during those meetings at which comprehensive plan amendments and rezonings, which, if approved, would increase residential density on the property, are considered.

***

(3) *Membership eligibility.* No member or alternate of ~~any~~ the Board shall be an elected official or employee of the Town. Each member or alternate of ~~a~~ the Board shall be a resident and qualified voter of the Town.

(4) *Compensation.* The members or alternate of ~~such~~ the Board~~s~~ shall serve without compensation.

***

(7) *Selection of Chair and Vice-Chair.* ~~Each~~ The Board shall select a Chair and Vice-Chair from among its members by a majority vote.

***

(c) *Failure of Planning and Zoning Board ~~or Board of Adjustment~~ to establish a quorum.*

(1) In the event a meeting of the Planning and Zoning Board ~~or the Board of Adjustment~~ is scheduled and the ~~respective~~ Board fails to establish a quorum to consider an application, the applicant shall have the option to either:

***

(d) *Public meetings and records.* ~~All~~ The ~~b~~Board ~~and agency~~ meetings shall be public meetings, held according to Florida Statutes, and ~~all~~ the ~~b~~Board ~~and agency~~ records shall be public records.

(e) *Expenses.* ~~Each~~ The ~~b~~Board ~~and the Local Planning Agency~~ shall have the right to incur miscellaneous expenses from time to time as necessary in the implementation of their duties; however, no expenses shall be incurred prior to approval of the Town Commission and no member of any board shall draw any compensation for his services.

(f) *Town Staff.* The Town Manager, Town Building Official ~~Inspector~~, Town Attorney, DSD, and other Town officials are considered staff to the Town Planning and Zoning Board~~, LPA~~

~~and Board of Adjustment~~, and may be called on from time to time to meet with the Board~~s or agency~~.

(g) *Clerk.* The Town Manager shall designate a Clerk of the Town Planning and Zoning Board~~,~~ ~~the LPA and the Town Board of Adjustment~~, who shall receive such compensation as may be fixed and determined. ~~It shall be the duty of the Clerk to keep an accurate record of the minutes of the meetings and to keep and preserve any and all records of the Boards and the Local Planning Agency~~.

Sec. 30-24. - Planning and Zoning Board.

(a) *Duties of the Board generally*. The Town Planning and Zoning Board shall have the following powers and duties:

***

(3) To investigate and approve or disapprove all new plats to be presented to the Town Commission for approval; ~~and~~

(4) To make recommendations on appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Town Manager or DSD in the enforcement of the Town's zoning regulations;

(5) To make recommendations upon application in specific cases where a variance from the terms of the Town's zoning regulations is requested;

(6) To make recommendations upon application for an administrative adjustment to the terms of the Town's zoning regulations;

(7) To serve as the Town's local planning agency, in accordance with F.S. ch. 163, pt. II, Community Planning Act by:

a. Conducting the comprehensive planning program and prepare the Comprehensive Plan or elements or portions thereof for the, in accordance with the requirements provided by law,

b. Coordinating said Comprehensive Plan or elements or portions thereof with the comprehensive plans of other appropriate local governments and the State of Florida as may be required by law,

c. Recommending said Comprehensive Plan or elements or portions thereof to the Town Commission of the Town for adoption,

d. Monitoring and overseeing the effectiveness and status of the Comprehensive Plan and recommend to the Town Commission of the Town, such changes in the Comprehensive Plan as may be required from time to time; and

(8) To act in an advisory capacity to the Town Commission on questions relating to historic and archaeological preservation including but not limited to:

a. Reviewing and providing a recommendation on all nominations for designation with the National Register of Historic Places,

b. Reviewing and providing a recommendation on all nominations of individual properties and districts for designation on the Town register of historic and archaeological places,

c. Reviewing and providing a recommendation on all applications for a certificate of appropriateness (COA); and

(49) To perform such other duties as may from time to time be assigned to such Board by the Town Commission.

Sec. 30-25 – 30-27. - Local Planning Agency. Reserved.

(a) *Board-designated Local Planning Agency - LPA.*

(1) *Authority.* This section is enacted pursuant to, and in accordance with, provisions of F.S. ch. 163, pt. II, Community Planning Act.

(2) *Designation, establishment of Local Planning Agency (LPA).* Pursuant to, and in accordance with. F.S. § 163.3174 (Local Government Comprehensive Planning Act of 1975), the Town Planning and Zoning Board for the Town of Lauderdale-By-The-Sea, Florida, is hereby designated and established as the LPA for the Town of Lauderdale-By-The-Sea, Florida. In addition, the LPA shall include a representative of the school district appointed by the Broward County School Board as a non-voting member during those meetings at which comprehensive plan amendments and rezonings, which, if approved, would increase residential density on the property, are considered.

(b) *Duties and responsibilities.* The LPA, in accordance with the Community Planning Act, F.S. ch. 163, pt. II, shall:

(1) Conduct the comprehensive planning program and prepare the Comprehensive Plan or elements or portions thereof for the Town of Lauderdale-By-The-Sea, Florida, in accordance with the requirements provided by law;

(2) Coordinate said Comprehensive Plan or elements or portions thereof with the comprehensive plans of other appropriate local governments and the State of Florida as may be required by law;

(3) Recommend said Comprehensive Plan or elements or portions thereof to the Town Commission of the Town of Lauderdale-By-The-Sea, Florida for adoption;

(4) Monitor and oversee the effectiveness and status of the Comprehensive Plan and recommend to the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, such changes in the Comprehensive Plan as may be required from time to time; and

~~(5) While the Planning and Zoning Board is sitting as the LPA, all requirements of 30-23 not inconsistent with this section shall apply.~~

~~**Sec. 30-26. - Board of Adjustment.**~~

~~(a) *Powers and duties generally*. The Board of Adjustment shall have the following powers and duties:~~

~~(1) *Administrative review and interpretation:* To make recommendations on appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Town Manager or DSD in the enforcement of the Town's zoning regulations.~~

~~(2) *Variances:* To make recommendations upon application in specific cases where a variance from the terms of the Town's zoning regulations is requested.~~

~~(3) *Administrative adjustments:* To make recommendations upon application for an administrative adjustment to the terms of the Town's zoning regulations.~~

~~Sec. 30-27. - Historic Preservation Board.~~

~~(a) *Designation, establishment of Historic Preservation Board*. The Town's Board of Adjustment is hereby designated and established as the Historic Preservation Board for the Town.~~

~~(b) *Duties and responsibilities.*~~

~~(1) To act in an advisory capacity to the Town Commission on questions relating to historic and archaeological preservation including but not limited to:~~

~~a. Reviewing and providing a recommendation on all nominations for designation with the National Register of Historic Places;~~

~~b. Reviewing and providing a recommendation on all nominations of individual properties and districts for designation on the Town register of historic and archaeological places;~~

~~c. Reviewing and providing a recommendation on all applications for a certificate of appropriateness (COA); and~~

~~d. Performing such other duties as may from time to time be assigned to such Board by the Town Commission.~~

***

Sec. 30-113. - Development application review procedures.

***

EXHIBIT 1

ORDINANCE NO. 2020-08

Development Review Chart								
					Final Decision-Making Authority			
	Code Reference	Staff Review	~~Board of Adjustment~~	Planning and Zoning Board	Town Manager	Town Commission One Hearing Required	Town Commission Two Hearings Required	Notice
Appeal of Administrative Decision	30-531	X	~~X~~	X		X		Yes
				***				
Administrative Adjustment Level 1	30-128	X	~~X~~	X	X			Yes
Administrative Adjustment Level 2	30-128	X	~~X~~	X		X		Yes
Variance	30-127	X	~~X~~	X		X		Yes
Architectural Review				***				
Historic Designation	30-442	X	~~X (Historic Preservation Board)~~	X			X	Yes
Certificate of Appropriateness	30-443	X	~~X (Historic~~	X		X		Yes

			~~Preservation Board)~~					
				***				

***

Sec. 30-127. - Variances procedures and requirements.

(a) *Purpose.* The purpose of this section is to:

***

(3) Provide for a set of procedures and standards to guide the DSD, ~~Board of Adjustment~~ Planning and Zoning Board and Town Commission in the review of an application for variance and the approval or denial thereof.

***

(c) *Recommendations of the ~~Board of Adjustment~~ Planning and Zoning Board.*

(1) The ~~Board of Adjustment~~ Planning and Zoning Board shall review applications for variances from the Town's Land Development Regulations in accordance with the procedures set forth in article IV, division 1 of this chapter.

(2) After receiving all relevant materials and information, the ~~Board of Adjustment~~ Planning and Zoning Board recommendation shall be by vote of a simple majority of the quorum present and voting.

(3) Decisions of the ~~Board of Adjustment~~ Planning and Zoning Board are advisory to the Town Commission.

(4) A recommendation for approval by the ~~Board of Adjustment~~ Planning and Zoning Board confers no legal right to the applicant in the absence of subsequent approval by the Town Commission.

***

Sec. 30-128. - Administrative adjustments.

***

(c) *Level 1 Administrative Adjustments.*

(1) *Review.* A Level 1 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the ~~Board of Adjustment~~ Planning and Zoning Board.

***

(2) *Review of adjustment of building standards.* A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the ~~Board of Adjustment~~ Planning and Zoning Board.

***

Sec. 30-140. - Quasi-judicial proceedings.

(a) *Intent.* It is the intent of the Town to provide an equitable and efficient manner for the Town to hear matters which are considered quasi-judicial in nature. These procedures shall be utilized by the ~~Board of Adjustment,~~ Planning and Zoning Board~~,~~ and the Town Commission in regards to hearings on quasi-judicial matters in which their body is the final authority.

(b) *Definitions.* As used in this section, the terms listed below shall be defined as follows:

***

(2) *Board* means ~~the Board of Adjustment and~~ Planning and Zoning Board of the Town of Lauderdale-By-The-Sea, Florida.

***

Sec. 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.

***

(b) *Setbacks.*

(1) *Front setback.* No building shall be set closer than 25 feet to the street line upon which the front of said building shall face, provided that each building shall be considered as having one front, and provided that in no event shall the setback from the front line be greater than 35 feet ~~unless approval is given by the Board of Adjustment~~. Balconies and roof overhangs may encroach no closer than 20 feet to the front property line.

***

Sec. 30-313. - General provisions.

(m) *Satellite television antennas and dishes.*

(8) Contest of provisions. Any person wishing to contest the application of any term or provision of this subsection may do so before the ~~Board of Adjustment~~ Planning and Zoning Board.

***

Sec. 30-442. - Designation of historic properties, historic districts and archaeological sites.

(a) *Authorized.* The Town Commission may, upon considering the recommendation of the ~~Historic Preservation~~ Planning and Zoning Board, designate a property(ies) by resolution as an:

***

Sec. 30-509. - Administration and permits.

***

(d) *No right to appeal.* Except when Commission approval is required pursuant to the Code, the decision of the Development Services Department for the issuance or denial of a sign permit shall be final. There shall be no right of appeal to the Town ~~Board of Adjustment~~ Planning and Zoning Board or Town Commission of a finding of the Development Services Department. The appellant may seek relief in the Circuit Court for Broward County, or as otherwise provided by law.

***

Sec. 30-531. - Appeals from administrative decisions.

***

(e) Review process.

***

(2) *Process.* The application shall be processed as a Level 2 review - with review and recommendation by the ~~Board of Adjustment~~ Planning and Zoning Board.

EXHIBIT 1

ORDINANCE NO. 2020-08

***

SECTION 5. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 6. 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 7. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 8. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ___ day of _____, 2020.

Passed and adopted on the second reading, this ___ day of _____, 2020.

_____

MAYOR CHRIS VINCENT

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

EXHIBIT 1

ORDINANCE NO. 2020-08

ATTEST:

_____

Tedra Allen, Town Clerk

Approved as to form:

_____

Susan L. Trevarthen, Town Attorney

Agenda Item No: 17.a

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Ken Rubach
Submitting Department: Municipal Services
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title:

RESOLUTION NO. 2020-41 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

Explanation:

This budget amendment is being requested to provide for the expenditures related to the Locally Funded Agreement ("LFA") for the A1A Pine to Sunset Project. This project was originally included within the CIP for the current fiscal year however it was inadvertently removed. Staff recommends reallocating funds from the El Mar Drive Project slated for FY21 as it is now anticipated that the project may extend into the following fiscal year (FY22).

Recommendation:

Adopt Resolution 2020-41 (Exhibit 1) amending the FY 20/21 Budget

Attachments:

1. Resolution 2020-41
2. Exhibit A to Resolution 2020-41

RESOLUTION NO. 2020-41

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Commission, which require amendment of the 2020/2021 Fiscal Year Budget; and

WHEREAS, the Town Commission, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2020/2021 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

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. All exhibits attached hereto are hereby incorporated herein.

Section 2. Budget Amended. The Town Commission hereby amends the 2020/2021 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. Appropriations Approved. The appropriations and expenditures set forth in Exhibit "A" are hereby approved**.**

Section 4. Implementation. The Town Commission hereby directs Town Administration to effectuate the appropriations and expenditures reflected in Exhibit "A" by appropriate and necessary transfers.

Section 5. Conflicts. All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 6. Severability. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption and shall be applicable retroactively from and after October 1, 2020.

Passed on this _____ day of October, 2020.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

EXHIBIT A to Resolution 2020------

FY 2020/2021 Budget Amendment

EXPENDITURES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
300 - Capital	579.169 Greenway-El Mar Drive	3,750,000	3,650,000	100,000	Moved to fund LFA on A1A
300 - Capital	572.107 A1A LFA Pine Ave to Terra Mar	-	100,000	100,000	LFA for the addition of 3 Decorative Street Lights Poles & 9 Patterned Pavement Crosswalks on A1A From Pine Ave to Sunset Ln

Agenda Item No: 17.b

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Ken Rubach
Submitting Department: Municipal Services
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title:

Resolution 2020-42 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, FINDING THAT THE COVID-19 PANDEMIC IS AN EXTRAORDINARY CIRCUMSTANCE; WAIVING THE FEES AND EXTENDING THE RENEWAL DEADLINE UNDER SECTION 17-14 “PERSONS WHO MAY USE TENNIS COURTS; ACCESS TO TENNIS COURTS; ISSUANCE OF KEYS; FEES, “PURSUANT TO TOWN CODE SECTION 2-27, “WAIVER OF CODE REQUIREMENTS” UNTIL JANUARY 15, 2021; PROVIDING FOR EXPIRATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (Ken Rubach, Municipal Services Director)

Explanation:

Section 17 -14 of the Town Code allows persons who own property in the Town, lease residential property within the Town, or own/operate hotels and motels within the Town for use by guests to use the tennis courts owned by the Town by using a key issued by the Town. Due to the COVID-19 pandemic, key holders have experienced interruptions in their access and use of the Town tennis courts.

Section 2-27, “Waiver of Code Requirements,” of the Town of Lauderdale-By-The-Sea (the “Town”) Code of Ordinances provides that, under extraordinary circumstances, the Town Commission may waive any obligations, requirements, or fees provided for in the Town Code by resolution. Pursuant to Town Code Section 2-27, such waivers are intended to provide temporary relief from the obligations, requirements, or fees provided for in the Town Code, and shall not be construed to authorize a permanent variance from such obligations, requirements, or fees, and the waiver shall last no longer than six (6) months unless extended by the Town Commission.

Staff recommends a waiver of the fees for renewal of keys to access the Town tennis courts as set forth in Section 17-14 of the Town Code until January 15, 2021, effective retroactively from October 1, 2020. The Resolution further provides that any new key may be rented for the time between October 1, 2020 - January 14, 2020 at a rate of $30.00, subject to monthly proration based on the month in which they are purchased (e.g., only $ 20 if purchased in November).

Staff will be bringing forward an Ordinance to change Section 17 -14 of the Town Code to remove the automatic annual 5% fee increase, to move the rental fees over to the Town's fee resolution, and to remove other administrative detail. Beginning January 15, 2021, Staff will propose an annual rental fee of $120 which can be prorated at the rate of $10 a month. The Code is silent on when the fees will be collected; historically they have been collected each October 1. Going forward, Staff plans to change the cycle for key renewal from October 1 to January 15.

Recommendation:

Adopt Resolution 2020-42

Attachments:

1. Resolution 2020-42

RESOLUTION NO. 2020-42

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, FINDING THAT THE COVID-19 PANDEMIC IS AN EXTRAORDINARY CIRCUMSTANCE; WAIVING THE FEES AND EXTENDING THE RENEWAL DEADLINE UNDER SECTION 17-14 "PERSONS WHO MAY USE TENNIS COURTS; ACCESS TO TENNIS COURTS; ISSUANCE OF KEYS; FEES," PURSUANT TO TOWN CODE SECTION 2-27, "WAIVER OF CODE REQUIREMENTS" UNTIL JANUARY 15, 2021; PROVIDING FOR EXPIRATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission; and

WHEREAS, on March 2, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to declare a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19, and authorizing local governments to waive the procedures and formalities otherwise required by law related to performance of public work and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, on March 10, 2020, the Broward County Administrator issued a Declaration of Emergency, declaring a Local State of Emergency in Broward County; and

WHEREAS, on March 13, 2020, the Mayor declared a public emergency in the Town for seven (7) days unless earlier terminated, which was later extended until the conclusion of the Governor's state of emergency; and

WHEREAS, Section 17-14 of the Town Code allows persons who own property in the Town, lease residential property within the Town, or own/operate hotels and motels within the Town for use by guests to use the tennis courts owned by the Town;

WHEREAS, the tennis courts may only be accessed through the entrance gate with a key issued by the Town (a "Key"); and

WHEREAS, due to the COVID-19 pandemic, Key holders have experienced interruptions in their access and use of the Town tennis courts; and

WHEREAS, the effects of the COVID-19 pandemic are expected to remain for at least three (3) months; and

WHEREAS, Section 2-27, "Waiver of Code Requirements," of the Town of Lauderdale-By-The-Sea (the "Town") Code of Ordinances provides that, under extraordinary circumstances, the Town Commission may waive any obligations, requirements, or fees provided for in the Town Code by resolution; and

WHEREAS, pursuant to Town Code Section 2-27, such waivers are intended to provide temporary relief from the obligations, requirements, or fees provided for in the Town Code, and shall not be construed to authorize a permanent variance from such obligations, requirements, or fees, and the waiver shall last no longer than six (6) months unless extended by the Town Commission; and

WHEREAS, waivers shall be applied uniformly to all similarly situated persons, properties, or businesses affected by the extraordinary circumstance; and

WHEREAS, the Town Commission finds that the COVID-19 pandemic is an extraordinary circumstance that requires waiver of certain obligations, requirements, or fees provided for in the Town Code; and

WHEREAS, the Town Commission desires to waive the requirements of Section 17-14 "Persons who may use tennis courts; access to tennis courts; issuance of keys; fees" ("the Waiver"); and

WHEREAS, the Town Commission finds that the COVID-19 Pandemic has created an extraordinary circumstance, in which it is in the best interests to waive certain Town Code requirements to protect the public safety, health, and welfare of the Town and Town residents.

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

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

Section 2. COVID-19 Pandemic. The Town Commission finds that the COVID-19 pandemic is an extraordinary circumstance that requires waiver of certain obligations, requirements, or fees provided for in the Town Code.

Section 3. Waiver. Pursuant to Town Code Section 2-27, the Town Commission hereby waives, until January 15, 2021 retroactively from October 1, 2020, the fees for renewal of Keys to access the Town tennis courts as set forth in Section 17-14 of the Town Code. The Town Commission also hereby extends the deadline to renew a Key until January 15, 2021. On January 15, 2021, the renewal rate will be prorated to $90.

Section 4. Expiration. This waiver shall expire on January 15, 2021, unless extended by the Town Commission.

Section 5. **Conflict**. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. **Severability**. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage and shall be applicable retroactively from and after October 1, 2020.

PASSED AND ADOPTED this ___ day of _____, 2020.

_____
Mayor Chris Vincent

Attest:

_____
Tedra Allen, CMC Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 17.c

Town Commission Agenda Item Report

Meeting Date: October 13, 2020
Submitted By: Bill Vance
Submitting Department: Administration
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title:

RESOLUTION 2020-43 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ("CARES") ACT FUNDING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

Explanation:

Subaward Agreement with Broward County for CARES Act Funding.

Broward County has received $340.7 million in direct funding from the U.S. Department of Treasury under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act. On August 25, 2020, Broward County approved a funding plan for the distribution of up to 30% of these funds ($102.3 million) to Broward County's municipalities and provided the Broward County Administrator the authority to develop a funding agreement consistent with the funding plan (Exhibit G of the agreement).

For the Town of Lauderdale-By-The-Sea, the total share of this funding will amount to $596,322.64, to be utilized to cover eligible COVID-19 related expenditures in the categories stated below:

- Personal Protective Equipment
- Cleaning/Disinfection
- Public Information Campaigns for Covid-19
- Public Safety Payroll
- Facilitate Compliance
- Residential Assistance Program
- Small Business Assistance Program

On September 29, the County Attorney's Office transmitted the form Broward County Cares Act Funding Agreement for the Town of Lauderdale- By-The-Sea. The Funding Agreement addresses the direct payment portion of funds to be allocated to the municipalities and provides that funds would be distributed solely on a reimbursement basis for projects approved by the County. It is a form agreement because the exhibits are still being developed to be in compliance with the program, and the deadline for implementation is rapidly approaching. As

such, the Resolution specifically empowers the Town Manager to make changes that may be necessary to secure the Town's funding, with Town Attorney review.

Recommendation:

Town Commission consideration of the form subaward agreement between Broward County and the Town of Lauderdale-By-The-Sea for CARES Act funding, as provided by the County.

Attachments:

1. Subaward Agreement Between Broward County and The Town of Lauderdale-By-The-Sea for CARES Act Funding
2. Resolution 2020-43

RESOLUTION 2020-xx

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ("CARES") ACT FUNDING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of the Town of Lauderdale-By-The-Sea; and

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, providing over $2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, $8.3 billion of which was allocated to the State of Florida; and

WHEREAS, based on its population, Broward County (the "County") qualified for a direct payment allocation and received $340,744,702 (the "Funds") in funding from the Department of Treasury under the Coronavirus Relief Funds Program, Catalog of Federal Domestic Assistance ("CFDA") No. 21.019; and

WHEREAS, the Town is a sub recipient as defined under 2 CFR 200.93, and has been identified as an eligible local government that has incurred costs due to the COVID-19 public health emergency that is eligible for reimbursement under the Coronavirus Relief Fund Program, CFDA No. 21.019; and

WHEREAS, the County wishes to sub award a portion of the Funds it received from the CARES Act to the Town; and

WHEREAS, the Town and County desire to enter into an interlocal agreement (the "ILA"), attached as Exhibit "A," for the sub award of the Funds to the Town; and

WHEREAS, the ILA is effective immediately upon execution and terminates on December 30, 2020; and

WHEREAS, Town Staff recommends that the Town Commission approve the form ILA and authorize execution of the ILA with the County for the sub award of the Funds to the Town, together with any such changes required by the County or other agencies necessary for the disbursement of the Funds, as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

Section 2. The Town Commission hereby approves the form ILA with the County, attached as Exhibit "A," for the sub award of the Funds to the Town.

Section 4. The Town Commission hereby authorizes the Town Manager to execute the ILA and its exhibits with the County for the sub award of the Funds to the Town, together with any such changes required by the County or other agencies necessary for the disbursement of the Funds, as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED this _____ day of October, 2020.

_____

Mayor Chris Vincent

Attest: APPROVED AS TO FORM:

_____	_____
Tedra Allen, Town Clerk, CMC	Susan Trevarthen, Town Attorney

(CORPORATE SEAL)

SUBAWARD AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF LAUDERDALE BY THE SEA FOR CARES ACT FUNDING

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the Town of Lauderdale by the Sea, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, providing over $2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, $8.3 billion of which was allocated to the State of Florida.

B. Based on its population, County qualified for a direct payment allocation and received $340,744,702 in funding from the Department of the Treasury under the Coronavirus Relief Funds program, Catalog of Federal Domestic Assistance ("CFDA") No. 21.019.

C. County's municipalities have proposed that the County allocate a portion of the funds it received pursuant to the CARES Act to the County's municipalities and County has agreed to make available a portion of the funds it received from the CARES Act to the County's municipalities based on the CARES for One Broward Funding Plan attached hereto as Exhibit G.

D. County wishes to subaward a portion of the funds it received from the CARES Act to Municipality as provided in this Agreement.

E. Municipality is a sub-recipient as defined under 2 CFR § 200.93; and has been identified as an eligible local government that has incurred costs due to the COVID-19 public health emergency that are eligible for reimbursement under the Coronavirus Relief Fund Program, CFDA No. 21.019.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **CARES Act** means Section 601 of the Social Security Act (42 U.S.C. et seq.), as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-138), and all rules and regulations relating thereto, as amended.

1.3. **CARES Funds** means the funding provided to County pursuant to the CARES Act and which is subject to the restrictions and requirements of the CARES Act.

1.4. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

1.5. **Eligible Expenditures** means expenditures that are eligible for reimbursement using CARES Funds, in accordance with the CARES Act as set forth in Exhibit F to this Agreement.

1.6. **Project** means each project, activity, service, procurement, or other expenditure that will be implemented by Municipality as described in Exhibit A to this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and fully incorporated herein:

Exhibit A	**Schedule of Projects**
Exhibit B	**Budget**
Exhibit C	**Project Timelines**
Exhibit D	**Request for Payment Documentation Requirements**
Exhibit E	**Federal Provisions**
Exhibit F	**Eligible Expenditures**
Exhibit G	**CARES for One Broward Funding Plan**

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on December 30, 2020 ("Initial Term"), unless earlier terminated pursuant to the terms of this Agreement.

3.2. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of CARES Funds in accordance with Chapter 129, Florida Statutes.

3.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 4. PROJECT

4.1. CARES Funds. Municipality shall implement the Projects stated in Exhibit A attached hereto, as may be amended from time to time. Unless otherwise stated in Exhibit A, a Project shall not be eligible for any funding under this Agreement unless all of the Project's elements are Eligible Expenditures. Municipality certifies that each expenditure for the Project that is funded with CARES Funds is an Eligible Expenditure, and covenants that each such expenditure will at all times be an Eligible Expenditure.

4.2. Amendments to Projects. At any time prior to November 1, 2020, Municipality may request modifications to the Schedule of Projects (Exhibit A) and corresponding changes to the

Budget (Exhibit B) and the Project Timelines (Exhibit C), including to add, remove, or modify Project(s) and/or modify the scope, budget, or timeline of Project(s). Municipality shall request any modification to the Schedule of Projects by submitting for County's review a written request to County that includes proposed amended exhibits incorporating the modification requests. Municipality shall provide any supporting documentation reasonably requested by County to facilitate a determination of whether the Projects, as modified, consist of Eligible Expenditures. If County determines that the Projects, as modified, consist of Eligible Expenditures, and the associated modifications to the Budget and the Project Timelines are approved in writing by the County Administrator, the Contract Administrator may approve such amended exhibits by written notice to Municipality and, upon such written notice, such amended exhibits shall be automatically incorporated herein and shall replace the corresponding exhibits. In addition, the Parties may amend this Agreement to incorporate the approved modifications, and the County Administrator is authorized to execute any such amendment on behalf of County.

4.3. Project Timeline. Municipality must comply with the Project Timelines set forth in Exhibit C for each Project, which Project Timelines shall not extend past the deadline for expenditures stated in Section 5.5. If Municipality fails to meet any of the deadlines for a Project set forth in Exhibit C by thirty (30) days or more, upon written notice by the Contract Administrator and effective as of the date of such written notice, the Project will become ineligible for CARES Funds under this Agreement, the Project shall be deemed to be automatically removed from this Agreement without the need for a formal amendment, and County shall have no further obligation to fund the Project. The County Administrator is authorized to reallocate the CARES Funds to other Projects or to other purposes including to other County projects or to projects by other municipalities, as determined in the sole discretion of the County Administrator. The County Administrator's authority to remove and reallocate CARES Funds pursuant to this Section 4.3 shall be in addition to County's right to reallocate CARES Funds pursuant to Section 5.5.

4.4. Monitoring and Reporting. County will carry out periodic subrecipient monitoring and evaluation activities as determined necessary in County's sole discretion or as required by Uniform Grant Guidance, 2 CFR §§ 200.330 through 332. County has the right to conduct a full review of any or all Projects at any time. County's evaluation of a Project may include, but not be limited to, compliance with the terms of this Agreement and comparisons of planned versus actual progress relating to the Project's scheduled expenditures. Upon County's request, Municipality shall promptly furnish to County such records and information requested by County related to a Project. Municipality shall meet with County at reasonable times and with reasonable notice to discuss the Projects.

4.5. Unaudited and Final Financial Reports. On or before January 1, 2021, Municipality must submit a financial report identifying all CARES Funds received under this Agreement ("Unaudited Financial Report"). The Unaudited Financial Report shall contain sufficient information for County to determine if the expenditures conform to this Agreement and are eligible for funding under the CARES Act. The Unaudited Financial Report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any

issue of noncompliance with this Agreement or applicable law. Unless Municipality is required to complete an audit under 2 C.F.R. Part 200, on or before July 1, 2021, Municipality must submit an audited financial report identifying all CARES Funds received under this Agreement ("Final Report"). The Final Report must be audited and certified by an independent CPA, at Municipality's expense, and include an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles. The audit shall contain sufficient information for County to determine if the expenditures conform to this Agreement and are eligible for funding under the CARES Act. The Final Report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

ARTICLE 5. FUNDING AND METHOD OF PAYMENT; PROVISIONS RELATING TO THE USE OF CARES ACT FUNDS

5.1. Maximum Funds Payable. The maximum amount payable to Municipality under this Agreement is the Total CARES Funds amount stated in the Budget (Exhibit B). All financial obligations of County under this Agreement are subject to the availability of CARES Funds, as more specifically described herein. No County funds other than CARES Funds shall be due or payable to Municipality under this Agreement. Municipality may designate in Exhibit B a portion of its Total CARES Funds to be retained by County ("Retained Funds") for the purposes of administering the County's residential assistance or small business and nonprofit support programs for the benefit of residents, businesses, or nonprofits located in Municipality. Any Retained Funds shall be used by County for the County program designated by City in Exhibit B and shall not be available to be paid to Municipality under this Agreement.

County recognizes that Municipality contracts with the Broward Sheriff's Office (BSO) for fire rescue and/or law enforcement services and Municipality's allocation of CARES Funds for Personal Protective Equipment ("PPE") as proposed in the CARES for One Broward Funding Plan, attached as Exhibit G, is based on the total Municipality FTEs, which includes sworn and certified full time employees for fire rescue and/or law enforcement services, all or a portion of whom are employed by BSO. Municipality has requested and County has agreed to designate a portion of Municipality's allocation of CARES Funds for PPE expenses related to total sworn or certified BSO full time employees in the amount listed for the BSO PPE Allocation amount in the Budget (Exhibit B). The BSO PPE Allocation shall be made available by County to BSO for reimbursement for PPE previously purchased or for future purchases of PPE.

5.2. Invoicing.

5.2.1. Monthly Expenditures. No later than ten (10) calendar days after the end of each month during the Term (except the month of December), Municipality shall request payment from County for all Eligible Expenditures in accordance with Exhibit B that were incurred by Municipality during the prior month by furnishing to County a request for payment in the form approved by the Contract Administrator and supporting documentation as provided in Exhibit D (collectively, "Request for Payment"), including a

certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures. Following receipt of a Request for Payment, County shall review the Request for Payment to determine whether the Request for Payment complies with the terms of this Agreement. If a Request for Payment includes subcontractor expenses, whether paid by Municipality on a "lump sum" or other basis, such expenses must be included in the Request for Payment with no markup and stated in the actual amount paid by Municipality. County may, in its discretion, deny a Request for Payment to Municipality if Municipality fails to comply with this section or provide any of the documentation set forth in Exhibit D.

5.2.2. Expenditures Prior to the Effective Date. For Eligible Expenditures incurred prior to the Effective Date, Municipality shall submit a Request for Payment no later than twenty (20) calendar days after the Effective Date.

5.2.3. Expenditures During the Month of December. For any Eligible Expenditures incurred during the month of December 2020, Municipality shall submit a Request for Payment no later than December 10, 2020.

5.3. Payment; Deadline to Request Payment. If Municipality is in compliance with the terms of this Agreement, including the procedures for Requests for Payment set forth in this article, County shall, within thirty (30) days of receipt of a Request for Payment, reimburse Municipality (subject to all terms and conditions of this Agreement) in accordance with Exhibit B for Project expenses that are determined by County to be Eligible Expenditures, unless a suspension of payment as provided for in Section 5.6 has occurred. Municipality shall not be entitled to reimbursement for any Requests for Payment received by County after December 10, 2020.

5.4. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of CARES Funds in accordance with this Agreement, applicable law, and the CARES Act. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator, provided that at such time Municipality is in full compliance with all other material terms and conditions of the Agreement.

5.5. Deadline for Expenditures. Municipality shall not submit Requests for Payment, and shall not be reimbursed, for any expenditures incurred after December 10, 2020. If after December 10, 2020, any CARES Funds allocated to Municipality under this Agreement have not been previously requested by Municipality pursuant to a Request for Payment ("Remaining Funds"), County shall be relieved of any further financial obligation to Municipality for the Remaining Funds and the County Administrator may reallocate the Remaining Funds to another municipality or Eligible Expenditure (including eligible expenditures by County).

5.6. Suspension of Payment. County may suspend payment, in whole or in part, to Municipality under this Agreement upon the occurrence of any of the following events: (a) ineligible use by Municipality of CARES Funds under this Agreement or the CARES Act; (b) Municipality's failure to comply with terms of this Agreement; (c) failure to submit reports as required by this Agreement; (d) submission of incorrect or incomplete reports or Requests for Payment in any material respect; or (e) Municipality's failure to comply with the indemnification obligations under this Agreement. If County elects to suspend payment to Municipality pursuant to this section, County shall provide written notice to Municipality specifying the actions that must be taken by Municipality as a condition precedent to resumption of payments and specifying a reasonable date by which Municipality must take such actions. If County determines that the specified actions were taken by Municipality by the date set forth in the notice, County shall resume payments under this Agreement.

5.7. Recoupment. Municipality shall be required to repay to County any CARES Funds determined by County, in County's reasonable discretion, to be ineligible for reimbursement under the CARES Act, or determined by the U.S. Department of Treasury to be ineligible use(s) of CARES Funds. Municipality shall also be required to repay to County (a) any CARES Funds overpaid to Municipality by County; (b) any CARES Funds expended by Municipality, or any of its subcontractors, in violation of this Agreement; or (c) any CARES Funds County is required to refund that were paid to Municipality under this Agreement or proceeds from or interest on such amounts, including proceeds from sales or disposals of assets purchased by Municipality using CARES Funds and interest received by Municipality on CARES Funds held in interest-bearing accounts, if applicable. Municipality shall repay any amounts required to be repaid to County under this Agreement from nonfederal sources within thirty (30) days after written notice is provided by County. If such amounts are not timely repaid, County may, in its sole discretion, withhold payment on any pending or subsequent Requests for Payment by Municipality, or offset Municipality's obligation to repay County under this Agreement by applying it as a credit against any other funds (except ad valorem tax revenues derived from the Municipality's voter-approved debt service millage) owed by County to Municipality under this or any other agreement or any other payment obligation. Municipality agrees that the repayment obligations under this section shall apply regardless of whether CARES Funds were believed or determined by County to be eligible for reimbursement to Municipality prior to the occurrence of the event triggering the repayment obligation hereunder. Municipality waives any present or future defense, counterclaim, or setoff, regardless of the basis, known or unknown, that Municipality may have to any action by County in enforcing the repayment obligation set forth in this section.

5.8. Security. In addition to County's rights under this Agreement, and notwithstanding any distribution requirement otherwise provided in Florida law, the Florida Administrative Code, the Florida Department of Revenue's rules and procedures, or any other law, rule, regulation or procedure, if Municipality fails to repay County as required in Section 5.7, Municipality authorizes County to withhold from any revenues, including taxes (except ad valorem tax revenues derived from the Municipality's voter-approved debt service millage) and fees, that County collects on behalf of Municipality an amount equal to the amount owed by Municipality, which shall be held

in a separate account as security until Municipality repays to County all sums owed pursuant to this Agreement.

ARTICLE 6. MUNICIPALITY COVENANTS

6.1. CARES Funds Eligibility Criteria. Municipality acknowledges and agrees that the CARES Act provides that CARES Funds may only be utilized to cover expenses that (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); (b) were not accounted for in Municipality's budget most recently approved as of March 27, 2020; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. Municipality further acknowledges and agrees that CARES Funds may not be used to fill shortfalls in government revenue or to cover expenditures that would not otherwise qualify as eligible expenses under the CARES Act. Municipality warrants and represents that Municipality will only request, receive, or accept CARES Funds under this Agreement for Eligible Expenditures that comply with all of these requirements and limitations and all requirements and limitations of the CARES Act, including as such may be amended.

6.2. Use of CARES Funds. Municipality represents and agrees that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the Projects, each of which is an Eligible Expenditure as permitted under the CARES Act, as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B and the Project Timelines set forth in Exhibit C.

6.3. Proceeds. Municipality shall not sell or otherwise dispose of any assets acquired using CARES Funds in exchange for compensation (monetary or in-kind). If Municipality sells or otherwise disposes of any assets acquired using CARES Funds in exchange for compensation of any kind prior to December 30, 2020, Municipality shall transfer the proceeds from any such sale or disposal, if any, to County, or pay County the cash equivalent of the in-kind value, promptly, but no later than fifteen (15) business days after receipt by Municipality of such proceeds.

6.4. Grants or Loans. Any refund or repayment of a grant or loan, in whole or in part, made by Municipality to any recipient or borrower using CARES Funds must be transferred to County promptly, but no later than fifteen (15) business days after receipt by Municipality of the repayment from the recipient or borrower of the grant or loan.

6.5. Interest. If any CARES Funds are prepaid directly to Municipality, any interest earned or other investment proceeds received by Municipality on such CARES Funds, including by deposit in an interest bearing account, shall be used only for Eligible Expenditures for the Projects, and if unspent on December 30, 2020, must be transferred by Municipality to County promptly, but no later than fifteen (15) business days after receipt by Municipality of the interest or proceeds.

6.6. No Independent Funding Obligation. Municipality acknowledges and agrees that County is not obligated by the CARES Act or any other law, rule, or regulation to provide any CARES Funds to Municipality, that County voluntarily has elected to distribute a portion of CARES Funds to Municipality, and that County's obligation to provide CARES Funds to Municipality shall be limited

to the CARES Funds as set forth in Exhibit B and subject to the terms and conditions of this Agreement.

ARTICLE 7. INDEMNIFICATION

To the extent authorized by Section 768.28, Florida Statutes, Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights. In addition to the federal audit requirements of Section 8.4, County shall have the right to audit the books, records, and accounts of Municipality and any subcontractors (collectively, "Audited Entities") providing goods or services for which funding or reimbursement is sought under this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

8.2. Retention of Records. Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings,

agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Projects. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance relating to the Projects of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Projects or this Agreement for at least five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). The Projects and all expenditures relating to the Projects shall be subject to County's review, critique, and analysis for the duration of the Project.

8.3. Audit Results. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

8.4. Audit Requirements. Municipality shall comply with the requirements, standards, and the applicable provisions set forth in the Single Audit Act (31 U.S.C. Sections 7501-7507) and the related provisions of 2 C.F.R. Part 200 (Uniform Guidance), including 2 C.F.R. Part 200.303, 2 C.F.R. Part 200.330 through 332, and Subpart F, Audit Requirements. Municipality shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, Section 215.97, Florida Statutes, applicable Rules of the Department of Financial Services, and Chapters 10.550 (local government entities) or Chapter 10.650 (nonprofit and for profit organizations), Rules of the Auditor General, State of Florida, as applicable. Copies of the reporting package required under 2 C.F.R. Part 200 must be filed with County the earlier of thirty (30) calendar days after receipt of the Auditor's Report(s), or nine (9) months after the end of the audit period. All CARES Funds provided by County must be shown via explicit disclosure in Municipality's annual financial statements or the accompanying notes to the financial statements.

8.5. Municipality shall comply with all requirements of the U.S. Department of Treasury Office of Inspector General, including the requirement to register with SAM.gov.

ARTICLE 9. TERMINATION

9.1. County's obligations under this Agreement are subject to the availability of CARES Funds. If CARES Funds become unavailable, County may terminate this Agreement upon written notice to Municipality no less than three (3) days prior to the effective termination date stated in the notice. This Agreement may also be terminated by the Board upon fifteen (15) days' prior written notice to Municipality if the Board determines that the emergency circumstances of the COVID-19 crisis require that the CARES Funds be otherwise allocated. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach.

9.3. This Agreement may be terminated for cause by County for reasons including, but not limited to any of the following:

9.3.1. Repeated submission by Municipality (whether negligent or intentional) for payment of false or incorrect Requests for Payment;

9.3.2. Fraud, misrepresentation, or material misstatement in the performance of this Agreement by Municipality or its subcontractor(s);

9.3.3. Municipality's failure to comply with applicable federal, state, or local law or regulations; or

9.3.4. Municipality's utilization of the CARES Funds provided under this Agreement in a manner that violates applicable law, the CARES Act, or for uses or purposes other than the Projects.

9.4. This Agreement may be terminated for convenience by either Party, which termination date shall be not less than thirty (30) days after the date of such written notice.

9.5. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.6. If this Agreement is terminated for any reason, County may, in County's reasonable discretion, reimburse Municipality upon receipt of a Request for Payment in accordance with the terms of this Agreement for documented and committed Eligible Expenditures related to a Project incurred by Municipality prior to the date of Municipality's receipt of the written notice of termination. For purposes of this Agreement, documented and committed Eligible Expenditures related to a Project means any verifiable expense that has already been incurred by Municipality and cannot be recovered, including, but not limited to a purchase order for

payment of materials and supplies, executed by Municipality or subcontractor on Municipality's behalf, for a Project under this Agreement. Notwithstanding the above, Municipality shall not expend, or commit to expend, any funds for Eligible Expenditures related to a Project after written notice of termination is provided by Municipality to County or received by Municipality from County. Any payment by County pursuant to this section is subject to all applicable provisions of this Agreement, including the sections surviving termination of this Agreement as set forth in Section 11.22. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

ARTICLE 10. INSURANCE

10.1. Municipality is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

10.2. Upon request by County, Municipality must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

10.3. If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to Municipality's self-insurance.

10.4. If Municipality contracts with a subcontractor to provide any of the services for a Project, Municipality shall require that each subcontractor procure and maintain insurance coverage that adequately covers each subcontractor's exposure based on the services provided by that subcontractor. Municipality must ensure that all such subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Municipality shall not permit any subcontractor to provide services for a Project until the insurance requirements of the subcontractor under this section are met. If requested by County, Municipality shall furnish evidence of insurance of all such subcontractors.

10.5. County reserves the right, but not the responsibility, to periodically review any and all insurance policies.

ARTICLE 11. MISCELLANEOUS

11.1. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall

include the foregoing or similar language in its contracts with subcontractors for goods or services that constitute Eligible Expenditures.

11.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement.

11.3. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality. Municipality shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.4. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or between County and any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.5. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in

Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.6. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.7. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:
Broward County
Attn: County Administrator
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County
Attn: County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org and aashton@broward.org

FOR MUNICIPALITY:
Town of Lauderdale by the Sea
Bill Vance
Town Manager
4501 N Ocean Dr
Lauderdale by the Sea, Florida 33308
Email address: Billv@lauderdalebythesea-fl.gov

11.8. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section (unless County subsequently consents thereto in writing) shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in

addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Municipality hereby accepts and shall comply with the additional terms for federally funded contracts set forth in Exhibit E, to the extent applicable, and shall include such applicable federal provisions in any contracts with Subcontractors.

11.11. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. To be effective, any approval under this Agreement made by or on behalf of County must be in writing.

11.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect unless otherwise expressly stated herein.

11.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.19. Payable Interest

11.19.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and 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.

11.22. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 4.5 (Final Financial Report); Section 5.5 (Deadline for Expenditures); Section 5.7 (Recoupment); Section 5.8 (Security); Article 6 (Municipality Covenants); Article 7 (Indemnification); Article 8 (Auditing); Section 11.3 (Public Records); Section 11.5 (Sovereign Immunity); Section 11.6 (Third-Party Beneficiaries); Section 11.16 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.19 (Payable Interest); and this Section 11.22 (Survivability).

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020 (Item #87), and Municipality, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESS:

_____
(Signature)

_____
(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By_____
County Administrator

____ day of _____, 2020

_____
(Signature)

_____
(Print Name of Witness)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By_____
Annika E. Ashton (Date)
Deputy County Attorney

Draft Municipal CARES ILA
09/28/2020
#524671v21
RDH/AEA/ACL

SUBAWARD AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF LAUDERDALE BY THE SEA FOR CARES ACT FUNDING

MUNICIPALITY

ATTEST:

_____
Town Clerk

TOWN OF LAUDERDALE BY THE SEA

By: _____

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
Town Attorney

EXHIBIT A
SCHEDULE OF PROJECTS

Category	Project Description
PPE Expenses	1. PPE Purchases for Town Employees 2. Purchase PPE Equipment for City BSO Staff through County Program
CLEANING/ DISINFECTION	Sanitation of Town Facilities and public restrooms: Contracted Cleaning Services, Supplies; signage.
PUBLIC INFO	1. Public information campaign and related expenses apportioned by the committee regarding COVID-19 safety. 2. Reimbursement of expenses related to public awareness campaigns that fall outside the main program; marketing and advertisement support for businesses impacted by COVID-19.
PUBLIC SAFETY PAYROLL	1. Fire and EMS cost for Emergency medical response expenses, including emergency medical transportation, related to COVID-19. 2. Police costs for COVID-related activities (up to and including LBTS Downtown/Business District patrols, business checks, E.O. enforcement, beach patrols/closures, park monitoring).
FACILITATE COMPLIANCE	1. Expenses related to the mailing of documents/checks via courier carrier to maintain productivity while teleworking 2. Establish networking system to allow remote work to minimize number of employees in building to facilitate social distancing. 3. Purchase additional licenses for productivity software for employees working remotely to minimize number of employees in building to facilitate social distancing. 4. Water barriers rental to facilitate compliance of County and State Emergency Orders related to social distancing in businesses and on Town right of way. 5. Reimbursement of Port-o-lets Rental expenses that are cleaned periodically, to allow public to use the bathroom while public restrooms were closed due to COVID-19
RESIDENTIAL ASSISTANCE	The Town of Lauderdale-By-The Sea ("Town") is designating its allocation for Residential Assistance to be retained by the County for the purpose of administering the County's residential assistance program for the benefit of Lauderdale By The Sea Residents.
SMALL BUSINESS ASSISTANCE	The Town is designating its allocation for small business assistance to be retained by the County for the purpose of administering the County's small business and non-profit support programs for the benefit of businesses and non-profits located in the Town.

EXHIBIT B
BUDGET

Total CARES Funds: $596,322.64

BSO Cities only *BSO PPE Allocation: $14,046

SMALL BUSINESS ASSISTANCE	The Town of Lauderdale-By-The Sea is designating its allocation for small business Assistance to be retained by the County for the purpose of administering the County's small business and non-profit support programs for the benefit of businesses and non-profits located in the Town.	$57,109.45
PPE	Face masks, gloves, hand sanitizer, disinfecting products	$46,233.98
CLEANING/DISINFECTION	Sanitizing/disinfecting/cleaning Town buildings and public bathrooms	$59,230.72
PUBLIC INFORMATION CAMPAIGNS	COVID-19 related campaigns, including marketing and advertising support to businesses impacted by COVID-19	$44,237.84
FACILITATE COMPLIANCE	Costs associated with rental and purchase of water barriers to facilitate compliance of County and State Emergency Orders related to social distancing in businesses and on Town right of way. In addition, the Town rented port-o-lets that are cleaned periodically, to allow public to use the bathroom while Town facilities were closed due to COVID-19	$23,116.99
PUBLIC SAFETY PAYROLL	Payroll expenses for BSO for services related to COVID-19	$186,296.35
RESIDENTIAL ASSISTANCE PROGRAM	The Town of Lauderdale-By-The Sea ("Town") is designating its allocation for Residential Assistance to be retained by the County for the purpose of administering the County's residential assistance program for the	$132,713.52

	benefit of Lauderdale By The Sea Residents	
NON-ENTITLEMENT	These funds will be used to cover any eligible expenses for CARES funding that exceed the allocated amount to the Town in any of the category stated above	$47,383.79

EXHIBIT C
PROJECT TIMELINES

Program	***Start***	***Completion***
PPE Expenses	March 1, 2020	December 10, 2020
BSO PPE Allocation	March 1, 2020	December 10, 2020
CLEANING/ DISINFECTION	March 1, 2020	December 10, 2020
PUBLIC INFO	March 1, 2020	December 10, 2020
PUBLIC SAFETY PAYROLL	March 1, 2020	December 10, 2020
FACILITATE COMPLIANCE	March 1, 2020	December 10, 2020

Small Business Program – Depending on County's program timeline

Residential Assistance – Depending on County's program timeline

EXHIBIT D
REQUEST FOR PAYMENT DOCUMENTATION REQUIREMENTS

Required Documentation

Municipality shall submit the documentation itemized below ("Required Documentation") with each invoice for CARES Funds.

Required Documentation includes:

1. Completed Request for Payment in the from approved by the Contract Administrator;
2. A certification in accordance with Section 5.2 that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures;
3. A certification from Municipality's administrator or the administrator's authorized representative that the work, services, or activities, or materials being invoiced have been received or completed;
4. Documentation of costs associated with any Municipality personnel providing any services for the Project, if applicable;
5. An executed copy of each subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
6. A certified copy of the purchase order or other Municipality document authorizing the work, services, activities, or materials for which Municipality is invoicing;
7. A copy of all subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by Municipality's administrator or manager of the Project, as applicable;
8. Any additional documentation required by any additional provision of Federal Law; and
9. Any additional documentation that may be reasonably requested by Contract Administrator.
10. Approved budget for the expense prior to March 27 and the budget subsequent to approval of the CARES Act, with explanation of the budget was adjusted, or how the requested reimbursements represent substantially different use toward COVID-19 expenses from that anticipated when the budget was adopted.

EXHIBIT E
FEDERAL PROVISIONS

1. Municipality shall comply with the following Federal provisions, if applicable, and shall include such applicable Federal provisions in Municality's contracts with Subcontractors, including all applicable provisions set forth in 2 C.F.R. Appendix II to Part 200:

a. Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

b. Municipality shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

c. Municipality agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C until the termination or expiration of this Agreement. Municipality further agrees to include a provision requiring such compliance in its lower tier covered transactions relating to this Agreement. Municipality affirms and verifies that neither Municipality, nor any of its principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905), are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

d. The foregoing subsections are material representations of fact relied upon by County. If it is later determined that Municipality did not comply with 2 C.F.R. Part 180, subpart C or 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including, but not limited to suspension and/or debarment.

e. Municipality shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Among other things, Municipality shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recover materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. By execution of this Agreement, Municipality certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a

member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Municipality shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Municipality certifies or affirms the truthfulness and accuracy of each statement of the foregoing certification and disclosure, if any. In addition, Municipality understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

EXHIBIT F
SCHEDULE OF ELIGIBLE EXPENDITURES

A. CATEGORIES OF ELIGIBLE EXPENDITURES:

1. MEDICAL EXPENSES SUCH AS:

   A) COVID-19-RELATED EXPENSES OF PUBLIC HOSPITALS, CLINICS, AND SIMILAR FACILITIES.

   B) EXPENSES OF ESTABLISHING TEMPORARY PUBLIC MEDICAL FACILITIES AND OTHER MEASURES TO INCREASE COVID-19 TREATMENT CAPACITY, INCLUDING RELATED CONSTRUCTION COSTS.

   C) COSTS OF PROVIDING COVID-19 TESTING, INCLUDING SEROLOGICAL TESTING.

   D) EMERGENCY MEDICAL RESPONSE EXPENSES, INCLUDING EMERGENCY MEDICAL TRANSPORTATION, RELATED TO COVID-19.

   E) EXPENSES FOR ESTABLISHING AND OPERATING PUBLIC TELEMEDICINE CAPABILITIES FOR COVID-19- RELATED TREATMENT.

2. PUBLIC HEALTH EXPENSES SUCH AS:

   A) EXPENSES FOR COMMUNICATION AND ENFORCEMENT BY STATE, TERRITORIAL, LOCAL, AND TRIBAL GOVERNMENTS OF PUBLIC HEALTH ORDERS RELATED TO COVID-19.

   B) EXPENSES FOR ACQUISITION AND DISTRIBUTION OF MEDICAL AND PROTECTIVE SUPPLIES, INCLUDING SANITIZING PRODUCTS AND PERSONAL PROTECTIVE EQUIPMENT, FOR MEDICAL PERSONNEL, POLICE OFFICERS, SOCIAL WORKERS, CHILD PROTECTION SERVICES, AND CHILD WELFARE OFFICERS, DIRECT SERVICE PROVIDERS FOR OLDER ADULTS AND INDIVIDUALS WITH DISABILITIES IN COMMUNITY SETTINGS, AND OTHER PUBLIC HEALTH OR SAFETY WORKERS IN CONNECTION WITH THE COVID-19 PUBLIC HEALTH EMERGENCY.

   C) EXPENSES FOR DISINFECTION OF PUBLIC AREAS AND OTHER FACILITIES, E.G., NURSING HOMES, IN RESPONSE TO THE COVID-19 PUBLIC HEALTH EMERGENCY.

   D) EXPENSES FOR TECHNICAL ASSISTANCE TO LOCAL AUTHORITIES OR OTHER ENTITIES ON MITIGATION OF COVID-19-RELATED THREATS TO PUBLIC HEALTH AND SAFETY.

   E) EXPENSES FOR PUBLIC SAFETY MEASURES UNDERTAKEN IN RESPONSE TO COVID-19.

F) EXPENSES FOR QUARANTINING INDIVIDUALS.

3. PAYROLL EXPENSES FOR PUBLIC SAFETY, PUBLIC HEALTH, HEALTH CARE, HUMAN SERVICES, AND SIMILAR EMPLOYEES WHOSE SERVICES ARE SUBSTANTIALLY DEDICATED TO MITIGATING OR RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY.

4. EXPENSES OF ACTIONS TO FACILITATE COMPLIANCE WITH COVID-19-RELATED PUBLIC HEALTH MEASURES, SUCH AS:

   A) EXPENSES FOR FOOD DELIVERY TO RESIDENTS, INCLUDING, FOR EXAMPLE, SENIOR CITIZENS AND OTHER VULNERABLE POPULATIONS, TO ENABLE COMPLIANCE WITH COVID-19 PUBLIC HEALTH PRECAUTIONS.

   B) EXPENSES TO FACILITATE DISTANCE LEARNING, INCLUDING TECHNOLOGICAL IMPROVEMENTS, IN CONNECTION WITH SCHOOL CLOSINGS TO ENABLE COMPLIANCE WITH COVID-19 PRECAUTIONS.

   C) EXPENSES TO IMPROVE TELEWORK CAPABILITIES FOR PUBLIC EMPLOYEES TO ENABLE COMPLIANCE WITH COVID-19 PUBLIC HEALTH PRECAUTIONS.

   D) EXPENSES OF PROVIDING PAID SICK AND PAID FAMILY AND MEDICAL LEAVE TO PUBLIC EMPLOYEES TO ENABLE COMPLIANCE WITH COVID-19 PUBLIC HEALTH PRECAUTIONS.

   E) COVID-19-RELATED EXPENSES OF MAINTAINING STATE PRISONS AND COUNTY JAILS, INCLUDING AS RELATES TO SANITATION AND IMPROVEMENT OF SOCIAL DISTANCING MEASURES, TO ENABLE COMPLIANCE WITH COVID-19 PUBLIC HEALTH PRECAUTIONS.

   F) EXPENSES FOR CARE FOR HOMELESS POPULATIONS PROVIDED TO MITIGATE COVID-19 EFFECTS AND ENABLE COMPLIANCE WITH COVID-19 PUBLIC HEALTH PRECAUTIONS.

5. EXPENSES ASSOCIATED WITH THE PROVISION OF ECONOMIC SUPPORT IN CONNECTION WITH THE COVID-19 PUBLIC HEALTH EMERGENCY, SUCH AS:

   A) EXPENDITURES RELATED TO THE PROVISION OF GRANTS TO SMALL BUSINESSES TO REIMBURSE THE COSTS OF BUSINESS INTERRUPTION CAUSED BY REQUIRED CLOSURES.

   B) EXPENDITURES RELATED TO A STATE, TERRITORIAL, LOCAL, OR TRIBAL GOVERNMENT PAYROLL SUPPORT PROGRAM.

   C) UNEMPLOYMENT INSURANCE COSTS RELATED TO THE COVID-19 PUBLIC HEALTH EMERGENCY IF SUCH COSTS WILL NOT BE REIMBURSED BY THE FEDERAL GOVERNMENT PURSUANT TO THE CARES ACT OR OTHERWISE.

6. ANY OTHER COVID-19-RELATED EXPENSES REASONABLY NECESSARY TO THE FUNCTION OF GOVERNMENT THAT SATISFY THE CARES ACT ELIGIBILITY CRITERIA.

EXHIBIT G
CARES FOR ONE BROWARD FUNDING PLAN

Last revised: August 24, 2020

CATEGORY/RECOMMENDATION	MUNICIPAL ALLOCATION	DISTRIBUTION FORMULA	ELIGIBLE EXPENSES
Public Health Expenses			
Monitoring Nursing Homes, Assisted Living, and Adult Day Care Facilities staff time for associated payroll expense)	$ 5,000,000	Limited allocation for each municipality based on # of qualifying facilities in each municipality	Payroll expenses documented for time spent within AHCA recognized facilities
PPE expenses for municipal staff through June 30, 2020	$ 3,000,000	Reimbursed based on actual documented expenditures	Items must be excluded from FY20 Budget
* PPE expenses for municipal staff through December 31, 2020 (ordering may occur in collective fashion at to encourage volume pricing – See Exhibit C. Ordering must be completed by October 1, 2020). Costs can include systems utilized for health screening of employees and customers. Allocation to this line item may be adjusted based on total PPE expenses made through June 30, 2020	$ 7,000,000	Limited allocation for each municipality based on # of municipal FTEs as of July 1, 2020. BSO-contracted cities shall include assigned FTEs into their municipal FTE counts. Other contracted employees physically located in City facilities shall be included.	Safety glasses/goggles, face shields, face masks, partitions/physical barriers, gloves, hand sanitizer, coveralls, gowns, head and hair covers, shoe covers, thermometers/temperature scanners, employee health screenings (i.e. COVID testing)
Sanitation, disinfection, and cleaning of all municipal buildings and facilities (expenses through June 30, 2020). Costs can include systems utilized for health screening of employees and customers.	$ 3,000,000	Reimbursed based on actual documented expenditures	Items must be excluded from FY20 Budget
Sanitation, disinfection, and cleaning of all municipal buildings and facilities (expenses through December 31, 2020) (ordering may occur by County to encourage volume pricing by October 1, 2020 – See Exhibit C). Allocation to this line item may be adjusted based on total sanitation/disinfection expenses made through June 30, 2020	$ 7,000,000	Limited allocation for each municipality based on total square footage of indoor municipal facilities	All purpose cleaners, disinfectants, paper/hand towels, wipes, contracted cleaning services, electrostatic cleaning services/products, necessary signage
Public information/awareness campaign (developed by collaboration of County and municipal PIOs and EMs)	$ 5,000,000	Limited allocation for each municipality based on number of residential parcels as determined by BCPA.	Eligible expenses will be based on forthcoming City/County Communication Plan (future Exhibit E)
Payroll Expenses			
* Public safety payroll expenses	$ 30,000,000	Limited allocation for each municipality based on total FTEs of certified firefighters/Paramedics/EMTs and sworn Police Officers. Municipalities will be allocated a maximum amount which they can choose to apply to Police-only, Fire-only, or Police and Fire expenses as long as they follow the guidelines for eligible expenses.	Police: Payroll costs for Covid-related activities (up to and including food events, checkpoints, entertainment district patrols, business checks, E.O. enforcement, beach patrols/closures, testing sites, park monitoring). Fire: Payroll costs for dispatch code 36 (and/or calls involving Covid patients). Payroll expenses will be reimbursed to municipalities on a per certified firefighter/paramedic/EMT basis based on the percentage of code 36 calls run during that pay period.
Facilitate Compliance Expenses			
Municipal telework and distancing programs (uniform approach to be developed by City/County Information Technology leaders). *Eligible items must be excluded from the FY 2020 approved budget.* Costs can also include off-site lodging for quarantined first responders.	$ 5,000,000	Reimbursed based on actual documented expenditures up to a limited allocation for each municipality based on # of municipal FTEs as of July 1, 2020. Contracted employees may qualify as long as they are utilizing City equipment.	*Items must be excluded from FY20 budget and facilitate teleworking efforts:* laptops, additional servers, additional network, VPN licenses, associated hardware, new firewalls, additional licenses for firewalls, cybersecurity audit, additional closed captioning for virtual Commission meetings, virtual meeting software, remote user support, headsets, camera for computer, computer cards, and other associated accessories. Funds may also be utilized to reimburse municipalities for documented paid sick and paid family and medical leave to employees.
Economic Support Expenses			
Non-entitlement cities share of CARES CDBG program costs	$ 5,000,000	Limited allocation for each non-entitlement municipality based on CDBG prescribed formula	
Economic Response Program designed to provide two program opportunities: -Residential assistance for rent/mortgage and homeless assistance (needs based program to compliment County program) -Small business and non-profit assistance (needs based program to compliment County program)	$ 13,300,000	Approx. $15 million for small business assistance based on number of commercial (non-residential) parcels Approx. $15 million allocated for residential assistance based on number of residential parcels Approx. $23 million for reimbursing actual expenses (ie. non-public safety payroll and supplies) for community events such as testing and PPE giveaways.	Economic Response Program includes both County program(s) and separate municipal-established program(s). County will furnish to municipalities County Program details. Intent is for municipal-established programs to compliment County programs. Municipalities must present their specific programs to County officials prior to launch. Please see Exhibit B for eligible expenses for Municipal Program(s)
	$ 102,300,000	30% of $341M	

Any funds not expended from the public health, payroll, or facilities compliance categories may be reallocated by each municipality to cover eligible expenditures within other categories.

* Conversations are ongoing between BCCMA/BLOC and BSO as to the data collection for BSO-contract cities. To be defined in forthcoming Exhibit D