

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, July 11, 2023

6:30 PM



Jarvis Hall 4505 N. Ocean Drive
www.Lauderdalebythesea-fl.gov

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Chris Vincent
Vice Mayor Edmund Malkoon
Commissioner Buz Oldaker
Commissioner Randy Strauss
Commissioner Theo Pouloupoulos

Linda Connors, Town Manager
Susan Trevarthen, Town Attorney
Katrina Adler, Town Clerk

Regular Town Commission

Tuesday, July 11, 2023, 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 by Rabbi Bentzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report for July 11, 2023
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for 6-20-23 Special Town Commission Meeting
11. **CONSENT AGENDA**
 - 11.a. Consolidated E-911 Participation Agreement
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. RESOLUTION 2023-35 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES FOR A FIVE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.
 - 13.b. RESOLUTION 2023-38 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH BIEN-AIME, INC. FOR SENIOR COMMUNITY CENTER PROGRAM DEVELOPMENT AND DELIVERY SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE
14. **COMMISSIONER COMMENTS**

15. **ORDINANCES 1st Reading**
 16. **ORDINANCES 2nd Reading**
 17. **RESOLUTIONS – PUBLIC COMMENTS**
 18. **QUASI JUDICIAL PUBLIC HEARINGS**
 19. **ADJOURNMENT**
-

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING

SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.all static



Town Commission Agenda Item Report

Meeting Date: July 11, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report for July 11, 2023

Explanation:

1. September Commission Meetings

It is budget season again, which means we need to reschedule our September meetings so as not to conflict with the County's budget hearings. Therefore, staff is suggesting we hold our first budget hearing on Wednesday, September 13th at 5:30 PM. The regular meeting at 6:30 PM would follow.

Commission Action Requested: Consensus on changing the first Commission meeting in September to September 13th at 6:30 PM and setting budget hearing for September 13th at 5:30 PM.

2. Grants Update

Staff worked with our grant consultant, RMPK Funding, to submit two grant applications to the Florida Department of State Division of Arts and Culture. We applied for a Cultural Facilities Match Grant for \$300,000 to renovate the kitchen at Jarvis Hall. We also applied for a \$25,000 General Program Support Grant for the Friday Night Music Series. If awarded, these grants would be available for FY25.

3. Downtown Enhancement Update

The Downtown Enhancement project is moving forward and set to begin this month with the start time dependent upon the issuance of all necessary permits. Pavers have been ordered and received and we are moving forward with ordering the rest of our materials. During construction, there will continue to be safe access to all businesses in the downtown block. We encourage our residents to continue to frequent these businesses during construction!

4. Fire Department Contract Update

The Commission approved the contract with Pompano Beach at their June 20th special meeting. The City of Pompano Beach's process is to approve the contract by ordinance,

which requires two readings. At their June 27th meeting, the City Commission approved the ordinance on first reading. Second reading and adoption is scheduled for July 11th. If the contract is approved, Pompano Beach will begin providing Fire and EMS service to the Town on September 1st. After a short transition period, service will be provided from Lauderdale-By-The-Sea. We are coordinating with Pompano Fire to make this transition as smooth as possible.



5. Dive Into Summer

Dive into Summer is the re-brand of the Bugfest event which Town has hosted in past years. We are excited that the planning for Dive into Summer is in full steam. The event will be held at El Prado Park and the El Prado Lot to accommodate the anticipated number of attendees. Weedline Band, a favorite of the Friday Night Music performances, will be headlining the concert event, with several acts preceding their performance to set the energy for the day. A vendor village consisting of over 25 local companies will be joining us to highlight a variety of aquatic adventure opportunities, conservation efforts, art, jewelry, and more. We hope everyone will come out and join us on Saturday, July 29th!

6. Update - Jarvis

Ken and I met with Blue Moon, our contractor for audio/visual to plan for the final improvements being made to our audio/visual equipment in Jarvis Hall. During our August break, Blue Moon will install the final equipment necessary to finally improve our system. When we return from summer recess - all should be complete and working properly!!!

7. Upcoming Meetings

July 25	Commission Budget – Set Tentative Millage	Jarvis Hall	5:30 p.m.
July 25	Regular Commission Meeting	Jarvis Hall	6:30 p.m.
July 28	Special Magistrate Meeting	Jarvis Hall	5:00 p.m.
August 8	Regular Commission Meeting	CANCELLED	
August 22	Regular Commission Meeting	Jarvis Hall	6:30 p.m.

Recommendation:

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: July 11, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

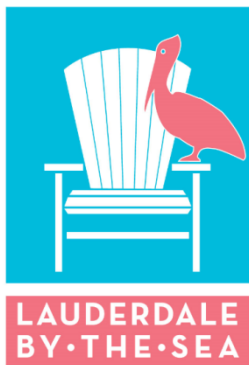
Subject Title: Approval of Minutes for 6-20-23 Special Town Commission Meeting

Explanation: Draft minutes for approval for 6-20-23 Special Meeting.

Recommendation: Accept/Approve

Exhibits:

1. 6-20-23 Special Commission Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, June 20, 2023
5:00 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 5:00 p.m. Also present were Vice Mayor Edmund Malkoon (via phone), Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Amelia Jadoo, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. RESOLUTION

Mayor Vincent noted that Vice Mayor Malkoon will be participating in the meeting by telephone.

- a. Resolution 2023-24: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE CITY OF POMPAÑO BEACH FOR FIRE RESCUE, SUPPRESSION AND PREVENTION SERVICES, AND EMERGENCY MEDICAL SERVICES; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE.**

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

Town Manager Linda Connors introduced Pompano Beach Fire Marshal Pete McGinnis and Tracy Lyons of the Pompano Beach City Attorney’s Office.

Town Manager Connors recalled that on February 14, 2023, the Town Commission directed Staff to negotiate with Pompano Beach Fire/Rescue for the provision of fire

suppression and emergency services for Lauderdale-By-The-Sea. Town Staff has worked closely with Pompano Beach and presents a contract for the Commission's consideration. If approved, the contract will go before the City of Pompano Beach at their June 27, 2023 City Commission meeting. That City requires its contracts to be approved as Ordinances, which means a second reading on July 11 will be required.

If both parties approve the contract, Pompano Beach Fire/Rescue will begin providing service to Lauderdale-By-The-Sea on September 1, 2023. Town Manager Connors and Deputy Town Manager/Public Works Director Ken Rubach have met with the Lauderdale-By-The-Sea Volunteer Fire Department (VFD) and American Medical Response (AMR), and will meet again with VFD later in the week to further discuss matters if the contract is approved.

The contract has a base cost of \$1.4 million. Pompano Beach will retain EMS transport fees, plan review fees, Chapter 175 fees, and 50% of Fire Code fees for any Fire Code violations that go before the Special Magistrate. EMS fees are consistent with the Town's current contract with AMR. The Town does not see Chapter 175 fees, which go directly to the VFD at present.

The proposed contract term is a single five-year term and two five-year renewals. After the 15th year, the contract includes an option for renegotiation at the end of the final renewal period. This is similar in structure to the Town's current contract for solid waste disposal services.

Pompano Beach's emergency medical personnel and Firefighters are cross-trained in both positions. This would require a response of one three-person ambulance and one fire suppression unit. They will also provide fire inspections, plan review, and Code Enforcement services.

For the first 15 days of the contract, Pompano Beach will serve Lauderdale-By-The-Sea from Fire Station 11. This is 15 business days after the existing building is vacated. Afterward, they will provide service from the Town. This provides a transition period from the VFD and AMR to Pompano Beach Fire/Rescue, which will provide and maintain all necessary apparatus. The Town will retain the right to request a transfer of employees with whom they are dissatisfied, and Pompano Beach Fire/Rescue has agreed to give hiring preference to VFD personnel and training preference to any such personnel who are not yet qualified for hiring.

Pompano Beach Fire/Rescue's turnout time is within 90 seconds 90% of the time, and their travel time is within five minutes 90% of the time. For Advanced Life Support (ALS) calls, the first paramedic is required to arrive within seven minutes 90% of the time.

Pompano Beach Fire/Rescue has agreed to participate in five Town-sponsored special events at no cost to the Town. The contract includes language specifying the costs of any additional events.

Mayor Vincent recalled that the Town had asked Pompano Beach Fire/Rescue to look into the possibility of retaining and hiring the Town's current Fire Marshal; however, it was explained that this would not be possible. Town Manager Connors clarified that this does not preclude the Town's Fire Marshal from applying for this position with Pompano Beach at a later date if all criteria are met.

Mayor Vincent advised that current Fire Marshal Steve Paine has provided a 100% inspection process throughout the Town every year. He hoped to continue this rate of inspection. Pompano Beach Fire Marshal McGinnis stated that once both contracts have been ratified, Pompano Beach personnel hope to work with current Staff to determine how many properties are in the Town and those properties' square footage so this can be built into Pompano Beach's geographic information systems (GIS). The 100% inspection rate is a Broward County requirement.

Mayor Vincent also noted that the Town will maintain and dispatch services from Fire Station 12, which is located in Lauderdale-By-The-Sea, rather than from Fire Station 11 in Pompano Beach. Fire Marshal McGinnis clarified that services will only be dispatched from Pompano Beach during the first 15 days of the contract.

Mayor Vincent observed that Pompano Beach's Emergency Medical Technicians (EMTs) have contractual obligations to other nearby municipalities as well as to Pompano Beach and Lauderdale-By-The-Sea. Fire Marshal McGinnis explained that Pompano Beach Fire/Rescue is required to respond to priority calls, as these require a response from the closest or fastest unit; however, they would ensure that they remain able to serve Town residents as quickly as possible. If a vehicle permanently stationed in Lauderdale-By-The-Sea is required elsewhere to provide closest unit response, Pompano Beach Fire/Rescue would defer another unit to respond directly to the Town if needed. Fort Lauderdale would also participate in closest unit response for priority calls in Lauderdale-By-The-Sea.

Commissioner Oldaker thanked Town Staff and all involved in crafting the contract, which he has reviewed with the Town Manager and Town Attorney. He noted that Pompano Beach Fire/Rescue has access to both Broward County's and Fort Lauderdale's Hazardous Materials (HAZMAT) teams if necessary. Commissioner Oldaker emphasized the importance of this service, particularly for the Town's waterways.

Vice Mayor Malkoon also recognized the work of the Town Manager, Town Staff, and the Town Attorney's Office for their work on the contract. He also thanked the members of the VFD and AMR who have worked to protect the Town for decades.

Vice Mayor Malkoon continued that the proposed contract will not only save the Town money in the future, but will provide additional benefits the Town does not currently enjoy, such as use of Pompano Beach's Emergency Operations Center (EOC) and the potential hiring of VFD members.

Commissioner Strauss commented that the proposed contract accurately reflects the Commission's expectations. He requested that two small amendments be made, one of which is in Section 3.4, which should reflect the lack of balance billing to Town residents. The other is in Section 10.4, which includes a "no hidden fees" paragraph that concludes "unless new charges also apply to Pompano Beach residents and businesses." He requested that this paragraph be amended to include language that states "no new charges shall go into effect on Lauderdale-By-The-Sea residents without a minimum 60-day prior notice to which such charges can be reasonably negotiated or addressed," or similar language to this effect.

Commissioner Pouloupoulos stated that he has met with Pompano Beach Fire/Rescue's Fire Chief and raised any issues or concerns at that time. He had indicated that he would like to see further dialogue addressing lifeguards on the Town's beaches. He concluded that his wish was for a seamless transition for the Town's residents and businesses, and encouraged Pompano Beach Fire/Rescue personnel to attend as many Town Commission meetings as possible.

Mayor Vincent clarified that the Town's liaisons for the transition period will be Town Manager Connors and Deputy Town Manager/Public Works Director Rubach. Town Manager Connors echoed the Commissioners' desire for as seamless a transition as possible. After Pompano Beach's City Commission approves the contract on July 11, 2023, there is some "lag time" until September 1, when the new budget year begins.

This will help ensure a smooth transition, as will the 15-day time period at the beginning of the contract. Fire Marshal McGinnis will serve as liaison for Pompano Beach.

Tracy Lyons, representing the Pompano Beach City Attorney's Office, addressed Commissioner Strauss's concerns with Sections 3.4 and 10.4 of the contract, stating that this will be looked into further. She added that Article 16 addresses changes to the contract, which require party-to-party agreement. She agreed that the 60-day notice to which Commissioner Strauss had referred would not change the advertising of the contract as an Agenda Item for the Pompano Beach Commission.

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

Town Manager Connors advised that the Commissioners have been provided with Form 1 documentation, noting that these must be provided to Town Clerk Katrina Adler before the July 1, 2023 filing deadline.

4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 5:30 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: July 11, 2023

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title: Consolidated E-911 Participation Agreement

Explanation: On September 10, 2013, pursuant to Resolution 2013-18, the Town Commission approved the agreement with Broward County ("County") for Participation in the Consolidated Regional E-911 Communications System ("Participation Agreement") and authorized execution of same, which expires on September 30, 2023. The Participation Agreement is the standard agreement required by the County for participation in the County's E911 System. The agreement provides that the County will manage, administer, oversee and operate the Consolidated Regional E-911 Communications system, but it does allow the County to contract with a third party to operate the system.

The County is requesting that the Town and each participating municipality execute a Second Amendment to the Participation and RILA Agreements to:

1. Extend the term for another five years for a new expiration date of September 30, 2028;
2. Provide for automatic renewal for another five years following the September 30, 2028 expiration date;
3. Simplify the notice to termination terms to include 365 days' notice, regardless of when the then current term ends; and
4. Amend Exhibit C to the Participation Agreement to provide the parties, through the Second Amendment, the authority to modify the "engagement process," as described in Exhibit C of the agreement.

The Town Manager is authorized to execute the Second Amendment together with minor substantial changes as necessary to effectuate the parties' intention and all non-substantial changes that are acceptable to the Town Manager and Town Attorney.

Recommendation: Adopt Resolution 2023-36 authorizing Town officials to execute a Amended Participation Agreement with the County for the Consolidated E911 Emergency Communications System

Exhibits:

1. Resolution 2023-36 E911
2. Second Amendment to Agreement

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3 A RESOLUTION OF THE TOWN COMMISSION OF THE
4 TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
5 APPROVING THE SECOND AMENDMENT TO THE
6 AGREEMENT BETWEEN BROWARD COUNTY AND THE
7 TOWN OF LAUDERDALE-BY-THE-SEA FOR
8 PARTICIPATION IN THE CONSOLIDATED REGIONAL E-
9 911 COMMUNICATIONS SYSTEMS AND THE SECOND
0 AMENDMENT TO THE REGIONAL INTERLOCAL
1 AGREEMENT BETWEEN BROWARD COUNTY AND THE
2 TOWN OF LAUDERDALE-BY-THE-SEA PROVIDING FOR
3 COOPERATIVE PARTICIPATION IN A REGIONAL
4 PUBLIC SAFETY INTRANET; PROVIDING FOR
5 EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN
6 EFFECTIVE DATE.

8 **WHEREAS**, on September 10, 2013, pursuant to Resolution 2013-18, the Town
9 Commission (“Commission”) of the Town of Lauderdale-By-The-Sea (“Town”) approved the
10 agreement with Broward County (“County”) for Participation in the Consolidated Regional E-911
11 Communications System (“Participation Agreement”) and authorized execution of same, which
12 expires on September 30, 2023; and

3 **WHEREAS**, the purpose of the Participation Agreement is to promote the public health,
4 safety, and general welfare by improving the safety of first responders and persons residing or
5 traveling in Broward County, eliminating or reducing call transfers that result in delayed responses,
6 and facilitating the migration to consolidated new technologies, among other benefits; and

7 **WHEREAS**, in conjunction with the Participating Agreement, the participating parties
8 executed the Regional Interlocal Agreement (“RILA”), Exhibit A to the Participation Agreement,
9 outlining the technology responsibilities for the countywide public safety communications
0 systems; and

1 **WHEREAS**, in November 2020, the Town and County executed the First Amendment to
2 the Participation and RILA Agreements; and

1 **WHEREAS**, the County is requesting that the Town and each participating municipality
2 execute a Second Amendment to the Participation and RILA Agreements attached in substantial
3 form as Exhibit 1 to (1) extend the term for another five years for a new expiration date of
4 September 30, 2028; (2) provide for automatic renewal for another five years following the
5 September 30, 2028 expiration date; (3) simplify the notice to termination terms to include 365
6 days' notice, regardless of when the then current term ends; and (4) amend Exhibit C to the
7 Participation Agreement to provide the parties, through the Second Amendment, the authority to
8 modify the "engagement process," as described in Exhibit C, if such modification is needed in the
9 future ("Second Amendment"); and

10 **WHEREAS**, Town Staff recommends the Commission approve and authorize execution
11 of the Second Amendment, attached in substantial form as Exhibit 1.

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

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

16 **Section 2. Agreement Approval.** The Second Amendment with the County attached
17 in substantial form as Exhibit 1, is hereby approved.

18 **Section 3. Authorization to Execute and Make Changes.** The Town Manager is
19 authorized to execute the Second Amendment together with minor substantial changes as
20 necessary to effectuate the parties' intention and all non-substantial changes that are acceptable to
21 the Town Manager and Town Attorney.

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

Section 5. 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 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 11th day of July 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality," "City," or "Participating Community") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. County and the Broward Sheriff's Office ("BSO") are negotiating a new interlocal agreement (the "Operator Interlocal Agreement") pursuant to which BSO would staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services.

E. County and Municipality desire to amend the Participation Agreement and the RILA (collectively, the "System Agreements") to extend the terms of the System Agreements for coterminous, consecutive periods of five (5) years.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Participation Agreement or RILA, as applicable.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect.
3. The effective date of this Second Amendment shall be the date on which it is fully executed by County and the applicable Municipality, or September 30, 2023, whichever occurs first.
4. The provisions of this paragraph shall apply to both of the System Agreements, notwithstanding any contrary provision in either document. The terms of the System Agreements shall be coterminous and are hereby extended for a five (5) year period from October 1, 2023, through September 30, 2028, unless earlier terminated in accordance with this paragraph, and shall be automatically renewed for subsequent five (5) year terms on the same terms and conditions unless terminated in accordance with this paragraph. Any Participating Community may terminate the System Agreements upon at least 365 days' prior written notice to County; upon such notice, the Systems Agreements shall expire for that Participating Community as of the date stated in the termination notice that is at least 365 days after the date of the notice. Termination of the System Agreements by any one Participating Community will not terminate the System Agreements for any other Participating Community.
5. The Engagement Process set forth in Exhibit C to the RILA may itself be modified through the Engagement Process. Upon such modification, the modified Engagement Process shall automatically be substituted in place of Exhibit C to the RILA without the need for a written amendment.
6. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
7. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County through its Board Of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2023, and Municipality, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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 _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
05/24/2023
Second Amendment PA/RILA
#621352.4

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

CITY OF _____

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 2023

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

City Attorney

EXHIBIT C

Engagement Process¹

Step 1: Issue Identification and Proposed Resolution

1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.

2) Issues would be considered first by the existing Operational Review Team (ORT).

a) The Operational Review Team (ORT) will meet regularly to address issues (typically both fire rescue and law enforcement disciplines together).

b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.

i) If the issue only involves a single agency, the issue would move to subparagraph 4.

c) The ORT should be chaired by a uniformed member determined by the ORT members. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.

3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.

4) The ORT would recommend approval or denial of the item.

5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.

6) BSO and County would consider the item under the following guidelines:

a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

¹ For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

Step 2: Approval by End-Users

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.



**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality," "City," or "Participating Community") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. County and the Broward Sheriff's Office ("BSO") are negotiating a new interlocal agreement (the "Operator Interlocal Agreement") pursuant to which BSO would staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services.

E. County and Municipality desire to amend the Participation Agreement and the RILA (collectively, the “System Agreements”) to extend the terms of the System Agreements for coterminous, consecutive periods of five (5) years.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Participation Agreement or RILA, as applicable.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect.
3. The effective date of this Second Amendment shall be the date on which it is fully executed by County and the applicable Municipality, or September 30, 2023, whichever occurs first.
4. The provisions of this paragraph shall apply to both of the System Agreements, notwithstanding any contrary provision in either document. The terms of the System Agreements shall be coterminous and are hereby extended for a five (5) year period from October 1, 2023, through September 30, 2028, unless earlier terminated in accordance with this paragraph, and shall be automatically renewed for subsequent five (5) year terms on the same terms and conditions unless terminated in accordance with this paragraph. Any Participating Community may terminate the System Agreements upon at least 365 days’ prior written notice to County; upon such notice, the Systems Agreements shall expire for that Participating Community as of the date stated in the termination notice that is at least 365 days after the date of the notice. Termination of the System Agreements by any one Participating Community will not terminate the System Agreements for any other Participating Community.
5. The Engagement Process set forth in Exhibit C to the RILA may itself be modified through the Engagement Process. Upon such modification, the modified Engagement Process shall automatically be substituted in place of Exhibit C to the RILA without the need for a written amendment.
6. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
7. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County through its Board Of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2023, and Municipality, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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 _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
05/24/2023
Second Amendment PA/RILA
#621352.4

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

CITY OF _____

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 2023

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

City Attorney



Town Commission Agenda Item Report

Meeting Date: July 11, 2023

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: RESOLUTION 2023-35 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES FOR A FIVE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation: In December 2018 (Resolution 2018-42), the Town contracted with Waste Management for processing of recyclable material. At that time, the Commission determined that Waste Management was the only feasible option for recycling within the local area after Sun-Bergerons exit from the market, the competitive selection requirement of the Purchasing Manual was waived, and Waste Management was awarded the Town's contract to process our recyclable material. The contract that was approved in 2018 is set to expire and staff is once again recommending that the Town Commission waive the competitive selection requirement of the Purchasing Manual, and approve Resolution 2023-35 ("**Exhibit 1**"), which authorizes the Agreement with Waste Management for Recyclables Processing Services ("**Exhibit 2**").

Waste Management Agreement Terms

Staff evaluated the provisions of this contract and determined that it is in the best interest of the Town to continue to contract with Waste Management to process our recyclables. Below are the key terms of the proposed Agreement:

- The initial contract term is for 5 years with an additional 2-1 year renewals available by mutual written agreement, and a clause to terminate for convenience with a 180-day written notice.
- There are provisions for revenue sharing should the blended value exceed processing costs. When the value of the materials is greater than the processing fee and equal to or less than \$175.00, the Town's value share will be 55% of the difference between the blended value and the processing fee. Where the blended value is greater than \$175.00 and equal to or less than \$180.00, our value share is 65% of the difference. When the

blended value is greater than \$180.00, the Town's value share is 75% of the difference. When the blended value is less than the processing fee, we are responsible for paying the difference between the processing fee and the blended value. Due to the current market conditions, it is likely that the Town will not realize any revenue from the sale of the recyclable materials and instead will continue to have to pay for processing.

- The processing fee (\$162.00/ton) under the proposed Agreement is significantly higher than the tipping fee under the previous contract (\$109.67/ton) – an increase of \$52.33. This is estimated to increase the cost of recycling by \$27,500 or an additional 48% of what we are currently paying.
- The processing fee will be subtracted from the Adjusted Market Value (AMV) of the blended value, as shown in the example of Table 1 below.

Table 1 – Example of Computing the Revenue Share

Material	Material %	Average Market Value (\$/Ton)
Mixed Paper	5.88%	\$ 0.18
Newspaper	10.53%	\$ 0.32
Corrugated Containers	19.46%	\$ 6.32
Aluminum Cans	1.52%	\$ 25.00
Steel Cans	1.09%	\$ 2.02
PET	5.38%	\$ 17.23
Natural HDPE	1.03%	\$ 14.94
Colored HDPE	1.27%	\$ 3.76
Plastics #3-#7	1.85%	\$ 0.28
Glass (3 Mix)	16.65%	\$ (3.75)
Polycoated cartons	0.79%	\$ -
Contamination	10.0%	\$ -
Excessive Contamination	24.54%	\$ (13.50)
	100.0%	\$ 52.80
Processing fee deducted from AMV		\$ (162.00)
Net amount AMV		\$ (109.20)

- The Agreement provides for residential curbside recyclables processing only. The multifamily and commercial recyclables will remain as open market collection.
- Waste Management, in coordination with the Town, will perform regular audits by route to identify and pin-point excessive contamination sources so that measures can be implemented to reduce contamination.
- Currently, we are seeing a contamination rate of 34.54% which means over a third of the materials placed into the recycling containers are considered "spoiled" and are taken to the landfill for disposal as they cannot be processed. Any amount of 10% is considered excessive contamination and there is an additional cost to dispose of this contaminated material thus impacting the cost of processing. This year we have spent \$16,000 through May (approximately \$2,000 monthly) to process the Town's recycling. We have budgeted approximately \$50,000 for next year as costs continue to increase.

Waste Management owns and operates the only local recyclable processing facility, which is located in Deerfield Beach. At present, there are no other feasible local options.

Recommendation: Staff recommends that the Town Commission:

1. Waive the requirements of the Purchasing Manual; and
2. Approve Resolution 2023-35 (Exhibit 1) to authorize the Town Manager to execute the Recycling Processing Services Agreement (Exhibit 2) with Waste Management 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.

Exhibits:

1. Resolution 2023-35 Approval of Recycling Services Agreement
2. EX A - Waste Management Agreement - Final

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES FOR A FIVE-YEAR TERM; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on December 11, 2018, pursuant to Resolution 2018-42, the Town Commission (“Commission”) of the Town of Lauderdale-By-The-Sea (“Town”) waived the purchasing requirements contained in the Town’s Purchasing Manual and approved an agreement with Waste Management Inc. of Florida (“Waste Management”) for the provision of recycling services because Waste Management was the only feasible option for recycling services within the local area; and

WHEREAS, that agreement with Waste Management expired on July 3, 2023, and the Town is need of continued recycling services; and

WHEREAS, Town Staff recommends executing a new agreement with Waste Management, attached as Exhibit “A,” to continue to provide the Town with recycling services, which will include a five-year term, with two optional one-year renewal terms; and

WHEREAS, pursuant to the Purchasing Manual, the Town Commission may waive the purchasing requirements when the Town Commission finds that it is in the best interest of the Town to do so; and

WHEREAS, based on the foregoing, Town Staff requests that the Town Commission

waive the formal competitive solicitation requirements set forth in the Purchasing Manual with

1 regards to the Recycling Services Agreement (“Agreement”), attached as Exhibit “A,” and approve
2 the execution of the Agreement with Waste Management; and

3 **WHEREAS**, the Town Commission deems it to be in the best interests of the Town to
4 approve the Agreement with Waste Management.

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

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

9 **Section 2. Agreement Approval.** The Agreement with Waste Management attached
10 in substantial form as Exhibit “A,” is hereby approved.

11 **Section 3. Authorization to Execute and Make Changes.** The Town Manager is
12 authorized to execute the Agreement together with all non-substantial changes that are acceptable
13 to the Town Manager and Town Attorney.

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

16 **Section 5. Severability.** If any clause, section or other part of this Resolution shall be
17 held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional
18 or invalid part shall be considered as eliminated and in no way affecting the validity of the other
19 provisions of this Resolution.

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

22 **PASSED AND ADOPTED** this 11th day of July 2023.
23

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**RECYCLING
SERVICES
AGREEMENT
SINGLE STREAM
BLENDED VALUE**

THIS RECYCLING SERVICES AGREEMENT ("Agreement") is made as of _____ 2023 ("Effective Date"), by and between WASTE MANAGEMENT INC. OF FLORIDA. ("Company"), a Florida corporation with an office located at 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431 and the Town of Lauderdale-By-The-Sea ("Customer"), a municipal corporation in the State of Florida located at 4501 North Ocean Drive Lauderdale-By-The-Sea, FL 33308.

1. TERM:

The term of the Agreement shall be for a period of five (5) years, commencing on the Effective Date. The Agreement may be renewed for two (2) additional one-year terms by written mutual agreement. The Customer shall provide notice to Company of its interest in renewing this Agreement at least ninety (90) calendar days prior to the end of the initial term or any renewal term. Either party has the right to terminate the Agreement for convenience upon one hundred and eighty (180) calendar days' notice to the other.

2. QUANTITY AND QUALITY:

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables"). Customer will provide in accordance with Exhibit A ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation and disposal costs. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclables as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

3. RECYCLABLE VALUE:

The value of the Recyclables meeting the Specifications shall be as set forth on Exhibit B. It shall be conclusively presumed that the composition of the Recyclables delivered to the Company shall be identical to the composition of all single stream recyclables processed by Company at the processing facility used, as established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Recyclables (see Exhibit C) to determine the percentage of each commodity in Customer's Recyclables and may revise the amount payable or chargeable to Customer to reflect the actual composition of Customer's Recyclables. Customer acknowledges that the value of the Recyclables may be negative.

4. PAYMENTS; CHARGES; ADJUSTMENTS:

Where the value is positive for the Recyclables, Company shall pay Customer on or about the last day of each month for Recyclables purchased during the preceding month, after deduction of any Charges owed

to Company by Customer for services performed hereunder. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended, Company may terminate this Agreement for such default as provided in paragraph 6.

5. SERVICE:

Customer shall have the option to deliver Recyclables, at Customer's expense, to 1750 SW 43rd Terrace Deerfield Beach FL ("Facility") during the Facilities operating hours, Monday through Saturday, excluding holidays specified by the Facility. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility. Company retains the right to direct deliveries to one of the Company's other facilities in Broward County for operational reasons in its sole discretion.

6. DEFAULT:

Notwithstanding the term of this Agreement set forth in paragraph one (1) above, in the event of default by a party, which default is not cured within thirty (30) calendar days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice.

7. INDEMNIFICATION/LIMIT OF LIABILITY:

Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Recyclables, or (b) as a result of the disposal of Customer's Recyclables in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

Nothing in the foregoing is intended to waive any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. REMEDIES AND WAIVER:

A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or in equity. A party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

9. NOTICES:

Any notice to be given hereunder shall be sent certified mail or by a recognized national overnight carrier service to the address set forth above and in the case of Company a copy shall be sent to Waste Management Inc. of Florida, 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431 Attention: Legal Department.

10. RECORDS AND AUDIT

Customer reserves the right to audit the records of Company relating to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by Customer. Company shall allow Customer to inspect, examine and review the records of Company relating directly and only to this Agreement, upon reasonable notice given, at any and all times during normal business hours during the term of this Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 4501 NORTH OCEAN DRIVE LAUDERDALE BY THE SEA, FL 33308 PHONE NUMBER 954-640-4200.

COMPANY understands, acknowledges and agrees that the COMPANY shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by the CUSTOMER to perform the service.
- (2) Upon request from the CUSTOMER'S custodian of public records, provide the CUSTOMER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CUSTOMER policy.
- (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 COMPANY does not transfer the records to the CUSTOMER.
- (4) Upon completion of the contract, transfer, at no cost, to the CUSTOMER all public records in possession of COMPANY or keep and maintain public records required by the CUSTOMER to perform the service. If the COMPANY transfers all public records to the CUSTOMER upon completion of the contract, the COMPANY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COMPANY keeps and maintains public records upon completion of the contract, the COMPANY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CUSTOMER, upon request from the CUSTOMER'S custodian of public records, in a format that is compatible with the information technology systems of the CUSTOMER.

11. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

12. INSURANCE

The Company shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand dollars (\$200,000.00) per accident.
- (2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Company in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage.

UPON CONTRACT EXECUTION, THE COMPANY SHALL SUBMIT TO CUSTOMER COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CUSTOMER IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE AND THE OPERATIONS OF COMPANYS UNDER THE AGREEMENT. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled or renewal refused until at least thirty (30) calendar days written notice has been given to the Customer.

13. SCRUTINIZED COMPANIES: Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

Company certifies by signature of this Agreement that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

14. MISCELLANEOUS:

- (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment ("Uncontrollable Circumstances"), and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other recycling services agreements for the Recyclables, whether written or oral, that may exist between the parties or its affiliates; (d) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

15. E-VERIFY:

Company acknowledges and agrees to comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the U.S. Department of Homeland Security's E-Verify System to verify the work authorization status of:

- a. all persons employed by Company to perform employment duties within Florida during the term of

the Agreement, and;

b. all persons (including subcontractors) assigned by Company to perform work pursuant to the Agreement.

The Company acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement. Company shall annually certify compliance with this requirement in writing to the Town Manager. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Company, the Company may not be awarded a public contract for a period of 1 year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST: TOWN OF _____

Town Clerk Mayor
Date: _____

APPROVED AS TO FORM:

Town Attorney's Office

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
Name and Title: _____

Attest:

EXHIBIT A SINGLE STREAM SPECIFICATIONS

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables") in accordance with the specifications below ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, disposal costs, and contamination fees, all of which may include an amount for Company's operating and gross profit margin. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Magazines, glossy inserts, pamphlets and catalogs
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear, or green - empty	Old corrugated containers/cardboard (uncoated)
	Phone books

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,

Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain more than 40% Non-Recyclables ("Excess Contamination") and may contain no Excluded Materials. In the event a load does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return or disposal costs; provided, however, that if delivered material contains more than 10% Non-Recyclables (but does not contain Excluded Materials), the material will be accepted and the Excess Contamination shall be subject to the charges set forth in Exhibit B .

"Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Customer shall deliver Recyclables, at Customer's expense, to Company's facility located at 2380 College Avenue Davie FL, or to such other location in Broward County as the Company may direct from time to time ("Facility") during the Facility's operating hours, Monday through Saturday, excluding Christmas Day. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility.

EXHIBIT B
SINGLE STREAM PRICING

1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Customer's value share is a percentage of the difference between the Blended Value and the Processing Fee as listed below. When the Blended Value is less than the Processing Fee, Customer shall pay Company the difference between the Processing Fee and the Blended Value.

Where the Blended Value is greater than the Processing Fee and equal to or less than \$175.00, the Customer's value share is 55% of the difference.

Where the Blended Value is greater than \$175.00 and equal to or less than \$180.00, the Customer's value share is 65% of the difference.

Where the Blended Value is greater than \$180.00, the Customer's value share is 75% of the difference.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Recyclables,

(a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Customer's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and

(b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PS" means the average price published at www.SecondaryFiberPricing.com for the Southeast USA Region, domestic price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average price published at www.SecondaryMaterialsPricing.com for the Atlanta (Southeast USA) Region, first dated price each month, retroactive to the first of the month.
- If PS or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may substitute such alternative publication(s) or alternate method to determine the value of each commodity set forth below.
- "T&D" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material	Index Description
Mixed Paper	PS 54 Mixed Paper (MP)
Newspaper	PS 56 Sorted Residential Papers (SRNP)
Corrugated Containers	PS 11 Corru11ated Containers
Aluminum cans	SMP Metals Aluminum cans !Sorted, Baled, ¢/lb., picked up)
Steel cans	SMP Metals Steel cans !Sorted, Baled, \$/Gross ton, picked up)
PET	SMP Plastics PET !Baled, ¢/lb., picked up)

Natural HDPE	SMP Plastics Natural HOPE (Baled c/lb., picked up)
Colored HDPE	SMP Plastics Colored HDPE !Baled c/lb., picked up)
Plastics #3-#7	SMP Plastics Commingled (#3-7, Baled c/lb., picked up)
Glass (3 mix)	SMP Glass 3 Mix (\$/ton del., as Recyclables or Disposable)
Polycoated cartons	\$0.00
Contamination (up to 10%)	\$0.00
Excessive Contamination (over 10%)	T&D cost (currently \$55.00/ton)

3. CHARGES

(a) The initial Processing Fee is \$162.00 per delivered ton.

(b) The Contractor has the right to adjust the Processing Fee in accordance with increases in the applicable CPI as calculated below on the anniversary of the Effective Date ("Anniversary Date"). Such CPI adjustment shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. The increases to the Processing Fee shall be based on the percentage increase in the CPI for the twelve (12) month period ending one month prior to the Anniversary Date. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally Adjusted, 12-month rolling average) as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100), which shall not exceed 5%. In the event this CPI is no longer viable or no longer reflective of consumer prices in Customer's geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Failure by Contractor to submit such CPI price adjustment shall not preclude the retroactive implementation of such adjustment as of the Anniversary Date.

At the commencement of this Agreement, the Excessive Contamination Fee for Contamination/Residue over 10% of the composition is \$55.00 per ton, as shown in Exhibit C.

EXHIBIT C SINGLE STREAM COMPOSITION

The initial AMV calculation shall be based upon Composition Audits gathered from January 2023 through June 2023. The Composition percentages will be updated every six months to determine the percentage of each commodity in Customer's Recyclables and Exhibit B will be deemed adjusted accordingly. A representative from Customer may be present for composition studies.

By way of example,

Mar-23					
Lauderdale by the Sea					
Material	Index Description	March 2023 Market Index	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Mixed Paper	PS 54 Mixed Paper - MP	\$ 3.00	\$ 3.00	5.88%	\$ 0.18
Sorted Resi Pprs & News	PS 54 Mixed Paper - MP	\$ 3.00	\$ 3.00	10.53%	\$ 0.32
OCC	PS 11 Corrugated Containers	\$ 32.50	\$ 32.50	19.46%	\$ 6.32
Aluminum	Metals Aluminum Cans (Sorted, Baled, Clb, picked up)	\$ 82.50	\$ 1,650.00	1.52%	\$ 25.00
Steel-Tin	Metals Steel Cans (Sorted, Baled, \$/ to, picked up)	\$ 185.00	\$ 185.00	1.09%	\$ 2.02
PET	Plastics PET (Baled, c/lb, picked up)	\$ 16.00	\$ 320.00	5.38%	\$ 17.23
HDPE N	Plastics Natural HDPE (Baled, c/lb, picked up)	\$ 72.75	\$ 1,455.00	1.03%	\$ 14.94
HDPE C	Plastics Colored HDPE (Baled, c/lb, picked up)	\$ 14.75	\$ 295.00	1.27%	\$ 3.76
Plastic #3-#7	Plastics Commingled (#3-7, Baled, c/lb, picked up)	\$ 0.75	\$ 15.00	1.85%	\$ 0.28
Aseptic-Gable Top	PS 52 Aseptic Cartons	\$ -	\$ -	0.79%	\$ -
Three Mix Glass	Glass 3 Mix (\$/ton del. as Recyclable or Disposable)	\$ (22.50)	\$ (22.50)	16.65%	\$ (3.75)
Total Non-Program materials	N/A	\$ -	\$ -	10.00%	\$ -
Excessive non-program materials	Contamination in excess of 10%	\$ (55.00)	\$ (55.00)	24.54%	\$ (13.50)
				100.0%	\$ 52.80

EXHIBIT C (continued)

Composition Audits of Program Materials used for AMV Calculation

a. The initial AMV calculation shall be based upon Composition Audits gathered from January 2023 through June 2023.

Beginning within 60 days of the commencement date of the agreement and during each subsequent six month period, WMIF shall conduct audits on not less twenty-five composition samples in accordance with ASTM Standard D5231-92(2008) so as to establish sufficient waste characterization data necessary to adjust the AMV to reflect changes in the composition of single stream materials delivered to the Designated Facilities which are utilized to calculate the AMV semi-annually, as agreed to by the Town and WMIF. A quantity of 25 audits will provide a statistical confidence of 90%. These audits may be performed on a weekly basis over the duration of a six-month period to reflect changes in weather and seasonal population behaviors which affect recycling composition.

A calendar of planned audits will be provided to the Town by WMIF indicating the schedule of planned samples. Sampling protocol shall consider the collection day of the week and geographic routing to provide the overall composition. The Town may request to have a representative observe any audits by providing a written request not less than seven days prior to the audit. At any time during the term of the Contract the Town may submit a written request to conduct a Composition Study with the aid of a qualified professional.

b. Within ninety days after receipt of Town's request, the Town may engage a qualified professional (the "Professional") to conduct the Composition Study. The Professional will employ a Composition Study methodology generally recognized and accepted within the industry as producing accurate results under circumstances similar to those existing at the Designated Facilities. The Town will have sole and absolute discretion in choosing the Professional and the methodology to be used in conducting each Composition Study. All costs related to the Composition Study shall be the Town's obligation.

c. Upon engaging a Professional who will conduct a Composition Study, the Town will notify WMIF as to the schedule when the study will be conducted. Both the Town and WMIF shall have the right to be present and to observe the conduct and performance of the Composition Study.

d. The Town will deliver, or require the Professional to deliver, a copy of the final Composition Study to WMIF. Should the Composition study conducted by the Professional deviate significantly (defined as greater than 5%) from data derived from audits conducted by WMIF, an average of the two AMV totals will be used to calculate the subsequent period until the next semi-annual calculation is due.

After the Town and WMIF have received the final Composition Study, then any required resulting adjustments to the material percentages utilized to calculate the AMV as provided in Exhibit B will become effective commencing the first day of the calendar month after the month in which the parties receive the final Composition Study and will remain in effect during the

remainder of the Contract unless and until further adjusted in a future Composition Study or Town Composition Study.



Town Commission Agenda Item Report

Meeting Date: July 11, 2023

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: RESOLUTION 2023-38 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH BIEN-AIME, INC. FOR SENIOR COMMUNITY CENTER PROGRAM DEVELOPMENT AND DELIVERY SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

Explanation:

In June 2020, the Town issued RFP# 20-06-01 requesting proposals for the development and delivery of programs to seniors and for general interest programming for the Evenings at Jarvis Hall series for fiscal years 2021, 2022 and 2023. We received only one response to the RFP from the current service provider, Bien-Aime Inc. ("Bien-Aime"). Town staff determined the proposal was responsive to the RFP and recommended that Bien-Aime Inc.'s proposal be accepted. The current contract expires on August 17, 2023. The agenda item discussed a renewal term for the Bien-Aime, Inc. contract. However, the actual contract did not include said contract.

Bien-Aime does an outstanding job managing the Community Center by offering a variety of speakers, plays, and interactive events. There has been an increase in programs offered and participation has increased yearly. The Center provides a place of community for residents and snowbirds. Staff is recommending that we waive the competitive bid process because we unintentionally omitted the contract extension and the excellent services that Bien-Aime, Inc. provides the Town.

Bien-Aime has proposed a five percent increase in Senior Center Programming fees, for a total amount of \$291,133.18 over a three-year term as illustrated below:

	Current Fees	Proposed FY24	Proposed FY25	Proposed FY26
Senior Center Programming	\$ 82,538.02	\$86,664.92	\$90,998.17	\$95,548.09
Evening at Jarvis Hall	\$ 5,974.00	\$5,974.00	\$5,974.00	\$5,974.00

	\$	88,512.02	\$92,638.92	\$ 96, 972.17	\$101,522.09
TOTAL					

The Town receives a small grant from Broward County's Community Development Block Grant Program that helps fund the senior programming and allows senior residents of Broward County to participate in programs at no cost.

The proposed agreement with Bien-Aime being presented for Commission approval outlines the services provided at the prices noted above, and allows for two one-year extensions to the agreement by mutual agreement of the parties.

Recommendation: Adopt Resolution 2023-38 approving and authorizing execution of the agreement between Bien-Aime, Inc and the Town.

Exhibits:

1. Resolution 2023-38 Community Center Contract with Bien-Aime.docx
2. Bien-Aime 2023-2025 Contract Agreement

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RESOLUTION 2023-38

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH BIEN-AIME, INC. FOR SENIOR COMMUNITY CENTER PROGRAM DEVELOPMENT AND DELIVERY SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in June 2020, the Town issued Request for Proposals No. 20-06-01 (the “RFP”) for Program Development and Delivery (the “Services”) for the Senior Community Center and Evening General Interest Programs; and

WHEREAS, on August 11, 2020, the Town Commission adopted Resolution No. 2020-31 approving the award of the RFP to Bien-Aime, Inc. (“Bien-Aime”) and authorizing an agreement with Bien-Aime in the amount of \$258,046.02 over a three-year term; and

WHEREAS, the Town’s agreement with Bien-Aime is expiring on August 17, 2023; and

WHEREAS, the Town desires to ensure the continuation of the Services for the Senior Community Center, as detailed in the RFP (the “Senior Community Center Services”); and

WHEREAS, Bien-Aime submitted a proposal, attached hereto as Exhibit “B,” to provide the Senior Community Center Services in the amount of \$291,133.18 over a three-year term; and

WHEREAS, the Town Commission desires to approve an agreement with Bien-Aime for the Senior Community Center Services, attached as Exhibit “A” (the “Agreement”), in a total amount not to exceed \$291,133.18 over a three-year term, together with the option to renew for two one-year terms; and

WHEREAS, pursuant to Section IV(L) of the Town’s purchasing manual, the Town Commission deems it to be in the best interests of the Town to waive the Town’s purchasing manual for the Senior Community Center Services, and approve the Agreement with Bien-Aime.

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

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

Section 2. Approval. Pursuant to Section IV(L) of the Town’s purchasing manual, the Town Commission hereby approves the Agreement with Bien-Aime, attached as Exhibit “A,” for the Senior Community Center Services.

Section 4. Authorization to Execute Agreement. The Town Commission hereby authorizes the Town Manager to execute the Agreement with Bien-Aime for the Senior Community Center Services, in substantially the form attached hereto as Exhibit “A,” together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 5. Implementation. The appropriate Town officials are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

PASSED AND ADOPTED this 11th day of July, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), made and entered into this ____ day of ____ 2023, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and Bien-Aime, Inc. (the “Contractor”).

WITNESSETH:

WHEREAS, in June 2020, the Town issued Request for Proposals No. 20-06-01 for Program Development and Delivery for Senior Community Center and Evening General Interest Programs (the “RFP”); and

WHEREAS, on August 11, 2020, the Town Commission adopted Resolution No. 2020-31 approving the award of the RFP to the Contractor and authorizing an agreement with the Contractor for a three-year term; and

WHEREAS, on July 11, 2023, the Town Commission adopted Resolution No. 2023-38 approving and authorizing a contract with the Contractor for the provision of program development and delivery for the Senior Community Center (“Services”); and

WHEREAS, the Town desires to contract with the Contractor for the Services, and the Contractor desires to contract with the Town to provide the Services.

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

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the Services provided below:

1.1 The Contractor shall meet the requirements and perform the services described herein and as described in the RFP, attached hereto and incorporated herein as **Exhibit A** and the Contractor’s Proposal, attached hereto and incorporated herein as **Exhibit B**.

1.2 Contractor agrees and acknowledges that Contractor did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of Contractor’s Services pursuant to this Agreement. The provisions and requirements of the RFP, attached as **Exhibit A**, are hereby ratified and confirmed and are incorporated herein by this reference. Contractor shall comply with each and every provision of the RFP.

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the Services required hereunder.

2. Term. This Agreement is for three (3) years with the option of two (2) one-year renewals from the date of execution by the parties.

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

4. Compensation. Compensation hereunder shall be paid to Contractor as provided in Contractor’s Proposal, attached hereto as **Exhibit B**, in a total amount not to exceed \$291,133.18. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

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

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

7. Termination.

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

7.2 **Termination for cause.** This Agreement may be terminated by either party upon 7 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 7.1 shall apply.

8.

9. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

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

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

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

For The Contractor: Armilio Bien-Aime
Bien-Aime, Inc.
2851-2 E. Aragon Blvd.
Sunrise, FL 33313

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

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

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

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

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.

12. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

13. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required. Contractor represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

14. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded to classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

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

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

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

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

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

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

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

16. Scrutinized Companies

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

17. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

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

19. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

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

21. Ethics.

- a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
- c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
- d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance.

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

[Signature Page Follows]

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Town Manager

By: _____

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen

**Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT**

Exhibit “A”

[RFP No. 20-06-01]

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

Exhibit “B”

[Contractor’s Proposal]

Bien-Aime Inc. 2024-2026

Senior Center Programming	Current Fees	Proposed FY24	Proposed FY25	Proposed FY26
	\$ 82,538.02	\$ 86,664.92	\$ 90,998.17	\$ 95,548.08
		5%	5%	5%
Jarvis Hall Evening Program	Current Fees	Proposed FY24	Proposed FY25	Proposed FY26
	\$ 5,974.00 (10 months)	\$ 5,974 (10 months)	\$ 5,974 (10 months)	\$ 5,974 (10 months)

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), made and entered into this 11th day of July 2023, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and Bien-Aime, Inc. (the “Contractor”).

WITNESSETH:

WHEREAS, in June 2020, the Town issued Request for Proposals No. 20-06-01 for Program Development and Delivery for Senior Community Center and Evening General Interest Programs (the “RFP”); and

WHEREAS, on August 11, 2020, the Town Commission adopted Resolution No. 2020-31 approving the award of the RFP to the Contractor and authorizing an agreement with the Contractor for a three-year term; and

WHEREAS, on July 11, 2023, the Town Commission adopted Resolution No. 2023-38 approving and authorizing a contract with the Contractor for the provision of program development and delivery for the Senior Community Center (“Services”); and

WHEREAS, the Town desires to contract with the Contractor for the Services, and the Contractor desires to contract with the Town to provide the Services.

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

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the Services provided below:

- 1.1 The Contractor shall meet the requirements and perform the services described herein and as described in the RFP, attached hereto and incorporated herein as **Exhibit A** and the Contractor’s Proposal, attached hereto and incorporated herein as **Exhibit B**.
- 1.2 Contractor agrees and acknowledges that Contractor did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of Contractor’s Services pursuant to this Agreement. The provisions and requirements of the RFP, attached as **Exhibit A**, are hereby ratified and confirmed and are incorporated herein by this reference. Contractor shall comply with each and every provision of the RFP.

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the Services required hereunder.

2. Term. This Agreement is for three (3) years with the option of two (2) one-year renewals from the date of execution by the parties.

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

4. Compensation. Compensation hereunder shall be paid to Contractor as provided in Contractor’s Proposal, attached hereto as **Exhibit B**, in a total amount not to exceed \$291,133.18. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

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

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

7. Termination.

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

7.2 **Termination for cause.** This Agreement may be terminated by either party upon 7 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 7.1 shall apply.

8.

9. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

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

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

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

For The Contractor: Armilio Bien-Aime
Bien-Aime, Inc.
2851-2 E. Aragon Blvd.
Sunrise, FL 33313

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

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

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

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

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.

12. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

13. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required. Contractor represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

14. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded to classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

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

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

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

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

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

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

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

16. Scrutinized Companies

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

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

19. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

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

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- a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
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- d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance.

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

[Signature Page Follows]

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:	CONTRACTOR:
TOWN OF LAUDERDALE-BY-THE-SEA	
By: _____ Linda Connors, Town Manager	By: _____

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

Exhibit “A”

[RFP No. 20-06-01]

**Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT**

Exhibit “B”

[Contractor’s Proposal]

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL No. 20-06-01

Program Development and Delivery for Senior Community Center & Evening General Interest Programs

RFP OPENING: July 15, 2020, 2:00 PM.

Zoom Meeting

<https://us02web.zoom.us/j/87699129393>

Meeting ID: 876 9912 9393

Find your local number: <https://us02web.zoom.us/j/87699129393>

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 20-06-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Program Development and Delivery for Senior Community Center & Evening General Interest Programs

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive proposals electronically at tedraa@lbts-fl.gov until 2:00 p.m. (local), July 15, 2020.

The Town's contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Email: Tedraa@LBTS-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk. See Part II, Section H of the RFP for information regarding submitting a proposal.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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Program Development and Delivery for Senior Community Center & Evening General Interest Programs

Town of Lauderdale-By-The-Sea RFP No. 20-06-01

Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town's objective is to continue to provide high quality programs and classes to our senior population which are enjoyable, stimulating, well-attended and which provide them the opportunity to learn new skills, socialize, and make lasting friendships.

B. GENERAL INFORMATION

The Town of Lauderdale-By-The-Sea is a small seaside community located between Fort Lauderdale and Pompano Beach in Broward County, Florida. The Town has a permanent population of about 6,000 that almost doubles during the winter season. We pride ourselves in offering very personal attention to our residents and business community.

The average age of our residents is 60. The Town operates a small community center which delivers programs primarily to senior citizens five days a week, for 49 weeks of the year. The Town's main meeting room is also regularly used when programs need more space or are booked concurrently.

The senior programs are funded in part by a Community Development Block Grant from Broward County. The Town has traditionally used the services of an independent contractor to develop programs that are delivered both by that individual or by volunteer instructors that the independent contractor finds and convinces to offer instruction at no fee to the Town. In 2019, the senior center was the beneficiary of over 2966 volunteer hours.

The programs are open to both residents and non-residents. Non-resident participants pay nominal fees to participate in the program. In 2019, approximately 148 people were registering and participated in 3,719 activities. 1,538 class activities were scheduled (This is not the number of individuals who attended, as many people attend multiple programs and classes.)

C. SCOPE OF WORK

The Town is seeking proposals from an individual or firm to develop, maintain and deliver quality programs and classes to our senior population 49 weeks of the year and manage a general interest program series that is offered once a month for 1 ½ hours duration, September through June, for an adult audience.

Program Development and Delivery for Senior Community Center & Evening General Interest Programs

Town of Lauderdale-By-The-Sea RFP No. 20-06-01

Part I – Statement of Work

The Senior Center (a.k.a. Community Center) operates from 10 am – 4 pm, Monday through Friday 49 weeks of the year. It is closed 3 weeks of the year (Christmas week and two weeks in late July/early August). It is also closed on 9 holidays each year.

The current programming of the Senior Center includes:

- Computer and other common technology classes (tablets, smart phones) are the most popular classes and are the backbone of the program.
- Microsoft Office software classes.
- The arts programs (drawing, watercolor, crafts) are also very popular.
- Language classes (beginning and intermediate Spanish and Italian) are popular.
- The Friday brown bag luncheon is very well-attended.
- Low impact physical fitness programs such as tai chi and yoga
- Bridge (no instruction is provided).
- Performing Arts (plays, comedy, singing & musical instrument performances).
- Annual Christmas Party.
- Interior decorating class.
- Ping pong.

(See sample monthly calendars in Appendix A.)

Duties of the Programming Director (herein referred to as “CONTRACTOR” or “Proposer”) include:

1. Development and delivery of high-quality programs oriented to seniors
2. Recruitment and retention of qualified volunteer instructors
3. Observe all new instructors and periodically observe existing instructors to assess quality of instruction, appropriateness of comments and delivery.
4. Solicit feedback on the quality of instruction and program content quality and interest from the participants through periodic written evaluations.
5. Provide feedback to instructors to address any issues of concern noted during the observation periods or from feedback of the participants.
6. Keep the volunteer instructors motivated to continue their volunteer service through positive feedback, involvement in programming decisions, and professional, respectful treatment.
7. At a minimum, retain and preferably increase attendance to senior programs.
8. Physically open and close the Center each day it is open, be present during all opening hours of the Center, do minor maintenance and cleaning of the Center. For continuity and accountability, no more than two employees of the CONTRACTOR shall be assigned

***Program Development and Delivery for Senior Community Center &
Evening General Interest Programs***

Town of Lauderdale-By-The-Sea RFP No. 20-06-01

Part I – Statement of Work

these responsibilities.

9. Prepare and provide to the Town's Public Information Officer and front desk personnel the monthly calendar of activities, at least two months in advance of the months covered.
10. Comply with the CDBG grant record-keeping and monthly reporting responsibilities which track attendance at programs, residency of the participants, volunteer hours, and number of scheduled activities.
11. Provide any office supplies necessary for the operation of the Senior Center and the delivery of programs there.
12. Communicate to the Municipal Services Director via a work order and verbal discussion needed maintenance at the Senior Center and Jarvis Hall setup requirements for programs or evening events.
13. By June 1 of each year, submit capital requests to the Town Manager for consideration for funding in the upcoming Town budget to improve the Community Center or replace equipment which is reaching the end of its useful life.
14. Treat all participants with respect, compassion, and kindness.
15. Maintain order and decorum at all programs and classes.
16. Develop the program ideas for the general interest evening program series (once a month, September through June, for a minimum of 1 ½ hours duration) and solicit the speakers or performers (for which there is an annual budget of \$2,000 provided by the Town to compensate the speakers or performers);
17. Be responsible for opening Jarvis Hall and locking it at the end of the evening programs.
18. Attend and manage decorum at the evening program series.
19. Solicit feedback from attendees on their opinion of the quality of the program and their interest in topics for future programs.
20. Provide the Town's Public Information Officer with information on the evening program at least two weeks in advance of the program date so that he can publicize it.
21. Consult with the Town Manager or his/her designee on changes to programming, the introduction of new programs, and on the hours of use of Jarvis Hall and obtain his/her approval of such matters before finalizing the activity calendars.
22. Assist the Town when requested in the preparation of any grant application for funds for the Senior Center or evening program series.
23. Ensure that the kitchen and the equipment in the kitchen at Jarvis Hall are used in a safe manner and left clean when used by participants in the Senior programs or the evening program series.
24. Encourage participants in the programs to dispose of recyclable materials properly in recycling containers provided by the Town; and
25. Perform all other activities necessary to successfully manage the Senior Center and the evening program series.

Program Development and Delivery for Senior Community Center & Evening General Interest Programs

Town of Lauderdale-By-The-Sea RFP No. 20-06-01

Part I – Statement of Work

Duties of the Town:

1. The Town will make available to the CONTRACTOR the Community Center at Jarvis Hall, use of Jarvis Hall during hours agreed upon by the Town Manager and the CONTRACTOR, and other Town facilities requested by the CONTRACTOR for the delivery of programs if those facilities are not otherwise booked, reserved or being used by the Town;
2. The Town will provide 17 computers and 1 printer in good working order for use at the Community Center.
3. The Town will provide furniture in good condition for the Community Center.
4. The Town will be responsible for heavy maintenance of the Community Center and all maintenance of Jarvis Hall and the bathrooms in Jarvis Hall.
5. The Town will assist the CONTRACTOR in promoting the Senior Center and Evening Programs through the Town's newsletter, website and posting at Town Hall.
6. Upon receipt of legitimate receipts, the Town will reimburse the CONTRACTOR up to a maximum of \$2,000 annually for expenses associated with delivering the evening program series. Requests for reimbursement of such expenses may be submitted quarterly and shall be paid by the Town, if in acceptable form, within 2 weeks of submittal to the Town's Finance Director; and
7. The Town shall provide parking during program hours at no cost to one employee of the CONTRACTOR.

Please note, the Town reserves the right to contract for services only for the Senior Center Program, or the Evening Program Series, or both.

D. TECHNICAL REQUIREMENTS

In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:

1. Have successfully managed a program of similar services to a senior population for a minimum of five (5) years.
2. Have delivered such programs to a minimum of 500 participants annually.

E. INSURANCE AND LICENSES

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily

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Part I – Statement of Work

Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

2. Workers' Compensation Insurance – Statutory.

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFP. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Lauderdale-By-The-Sea as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change or adequate protection of the Town is not presented. Proposer, by submitting a Proposal, agrees to abide by such modifications.

END OF PART I

***Program Development and Delivery for Senior Community Center &
Evening General Interest Programs***

Lauderdale-By-The-Sea RFP No. 20-06-01

Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** or **Contractor** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact Person for the purpose of this RFP shall mean:

Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201.
Email: Tedraa@LBTS-fl.gov

B. INVITATION TO PROPOSE: PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their

***Program Development and Delivery for Senior Community Center &
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Lauderdale-By-The-Sea RFP No. 20-06-01

Part II –General Information

proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail or email written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 20-06-01 QUESTION".

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting scheduled

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) electronic copy of the proposal. The proposal shall be submitted as follows:

Email to: tedraa@lbts-fl.gov
Subject Line: RFP No. 20-06-01

Proposals shall be submitted electronically. Email submittals are accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. It is the sole responsibility of each Proposer to ensure that their Proposal is received by the Town by the specified due date and time. Proposers may withdraw their proposals by notifying the Town in writing at any

Program Development and Delivery for Senior Community Center & Evening General Interest Programs

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Part II –General Information

time prior to the Town's opening of Proposals. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or competed in ink. Proposals shall be signed in ink or electronically. When an RFP requires multiple copies, they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

2. Title Page

The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. Table of Contents

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

Program Development and Delivery for Senior Community Center & Evening General Interest Programs

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Part II –General Information

4. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each.

Please include samples of program calendars, program promotional materials, instructor lists or other materials from prior work of this nature you have done that will illustrate the breadth and type of programs you have delivered to a senior population in prior engagements or work.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

7. Compensation

The proposal shall document the fee proposal for the requested services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

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Part II –General Information

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposal Binding:

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120-day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. Alternate Proposals:

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Proposer's Certification Form:

Each proposer **shall** complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

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K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

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

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

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

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

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exempt or confidential and exempt from public records disclosure requirements.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4201, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

L. IRREGULARITIES: REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation criteria may include consideration of the information required in this RFP and the following factors:

- A. ability to meet set standards.
- B. availability of qualified personnel.
- C. compensation.

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- D. expertise of personnel.
- E. financial resources and capabilities.
- F. past contracts with other governmental jurisdictions.
- G. past performance records.
- H. qualifications of Proposer.
- I. references.
- J. related experience in Florida.
- K. technical soundness of proposal.
- L. past history of meeting required time frames; and
- M. approach to Work.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager, the Committee or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

- 1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
- 2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
- 3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.

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4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney. The contract will contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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.

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

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

***Program Development and Delivery for Senior Community Center &
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Lauderdale-By-The-Sea RFP No. 20-06-01
Part II –General Information

offensive.

End of Part II

Lauderdale-By-The-Sea RFP No. 20-06-01, RFP Forms

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County business tax receipt number, if applicable, and expiration date:
9. Indicate how many years your organization has been in business. Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed. Please provide project description, reference and contact information and cost of work completed.

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11. Respond to the following questions. Have you ever failed to complete any work awarded to you? If so, where and why?
12. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Date Contract Began	Date Contract Ends (Ended)

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Program Development and Delivery for Senior Community Center & Evening General Interest Programs

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RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1.

Name of Contact:

Title of Contact:Email:

Telephone Number:

Project/Services:
2.

Name of Contact:

Title of Contact:Email:

Telephone Number:

Project/Services:
3.

Name of Contact:

Title of Contact:Email:

Telephone Number:

Project/Services:

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RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

ANNUAL COST OF SERVICES:	Oct. 1, 2020 - Sept.30, 2021	Oct. 1, 2021- Sept.30, 2022	Oct. 1, 2022- Sept. 30, 2023
Senior Center Program	\$	\$	\$
Evening Program Series	\$	\$	\$

(Remuneration will be made in monthly increments upon receipt of an invoice. Invoices may be submitted on the 15th day or later each month.)

By: _____

Date: _____

Name: _____

Title: _____

Program Development and Delivery for Senior Community Center & Evening General Interest Programs

Lauderdale-By-The-Sea RFP No. 20-06-01, RFP Forms

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its

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officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address

Bien-Aime Inc. 2024-2026

Senior Center Programming	Current Fees	Proposed FY24	Proposed FY25	Proposed FY26
	\$ 82,538.02	\$ 86,664.92	\$ 90,998.17	\$ 95,548.08
		5%	5%	5%
Jarvis Hall Evening Program	Current Fees	Proposed FY24	Proposed FY25	Proposed FY26
	\$ 5,974.00 (10 months)	\$ 5,974 (10 months)	\$ 5,974 (10 months)	\$ 5,974 (10 months)