Town Commission
Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

Regular Town Commission

Tuesday, August 10, 2021, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION - Pastor Patrick C. Jackson**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**

5.a. BugFest-By-The-Sea 2021
CoverPage BugFest Recap.pdf

5.b. Boo! By The Sea and Veteran's Day 2021
CoverPage.pdf

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

7.a. VFD July 2021 Report
CoverPage.pdf
VFD - July 2021.pdf

7.b. BSO July 2021 Report
CovePage.pdf
TM Report-July 2021.pdf

7.c. 2020 Uniform Crime Report (UCR) Annual Crime Statistics
CoverPage.pdf

7.d. AMR July 2021 Report
CoverPage.pdf
Ex.1 - AMR July Times

8. **TOWN MANAGER REPORT**

8.a. June Finance Report
CoverPage.pdf
Ex.1 - Revenue / Expenditure Report
Ex.2 - CASH - INVESTMENT REPORT_JUNE 2021.pdf

9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
11. **CONSENT AGENDA**

11.a. Special Event Permit Application for Weekly Monday Moonlight Yoga Classes
CoverPage.pdf
Ex 1 Monday Moonlight Yoga 10-4-21 Weekly.pdf
Ex 2 Resolution 2017-41 - Fee Resolution (Special Events).pdf
Ex 3 13-6 Noise Limitations.docx.pdf

12. OLD BUSINESS

12.a. Surfside Donation
CoverPage.pdf
Ex.1 Surfside Donation Survey Responses.pdf

13. NEW BUSINESS

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS - PUBLIC COMMENTS

17.a. Resolution 2021-43 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY FOR ELECTRICAL MAINTENANCE SERVICES; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THR AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
CoverPage.pdf
EX 1- Oakland Park Contract Award.pdf
EX 2- PiggyBack Kilowatt Electric Agreement.pdf
EX 3- Kilowatt Agreement Reso 2021-43.pdf

17.b. Resolution 2021-44 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY FOR LICENSED ELECTRICAL CONTRACTOR SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
CoverPage.pdf
EX 1- Coral Springs Contract Award.pdf
EX 2- PiggyBack Kilowatt Electric Agreement.pdf
EX 3- Kilowatt Agreement Reso 2021-44.pdf

17.c. Resolution 2021-45 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE MARKETING SERVICES AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.
CoverPage.pdf
Ex 1 LBTS CC Three Year Continuing Services Agreement.pdf
Ex 2 Conceptual Communications Final 2019 SMP w WA.pdf
Ex 3 Amendment Conceptual Communications.pdf
Ex 4 Reso 2021-45 to Amendment Conceptual Communications.pdf

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: Aug. 10, July 27, 2021
Submitted By: Steve d'Oliveira, BugFest Coordinator
Submitting Department: Administration
Item Type: Town Event
Agenda Section: PRESENTATIONS

Subject Title: BugFest-By-The-Sea 2021

Explanation: Public Information Officer Steve d'Oliveira will deliver a brief presentation on BugFest 2021.

Agenda Item No: 5.b

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Debbie Hime, Special Events and Marketing Manager
Submitting Department: Administration
Item Type: Presentations
Agenda Section: PRESENTATIONS

Subject Title: Boo! By The Sea and Veteran's Day 2021

Explanation: Debbie will provide a brief presentation on two upcoming Town Events:

We are excited to be bringing back two fan-favorite annual events, each bringing very different experiences to their respective audiences:

Boo! By The Sea	Saturday, Oct. 30	2-5pm
Veteran's Day	Wednesday, Nov. 11	10-11am

Boo! brings together many of our business owners to welcome and interact with hundreds of families to the West Business District to enjoy an Old Fashion Halloween Celebration.

Former Commissioner Mark Brown initiated our first and chaired our Veteran's Day Celebration for the first few years. Commissioner Strauss chaired the past two years, and we look forward to you choosing a 2021 Chairman this evening.

We look forward to bringing back the expectations – and joy – each of these events provide to our residents and neighbors.

Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Chief Judson Hopping, VFD
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: VFD July 2021 Report

Recommendation: Accept/Approve

Attachments: Ex.1 – VFD July 2021 Report

Overview

During the month of July 2021, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 65 fire inspections with 7 re-inspections and 1 complaint that is being addressed with code enforcement.

Responses:

The Volunteer Fire Department responded to 43 fire rescue calls within the limits of our contract.

- Of the 43 emergency fire calls dispatched, there were 18 fire alarms, 1 commercial fire, 4 vehicle accidents w/injuries, 1 marine accident, 6 open water drownings, 2 electrical/utility fires,1 hazmat, 1 gas leak, and 9 "other" fires.

- There were 126 emergency medical 911 calls for July 2021. The department was dispatched to 12 of those calls, of which, 4 were cleared by the Chief on Duty or Med12. The department provided first responder care on 3 of the medical calls until M12/212 arrival and assisted M12/212 on 5 of the medical calls.

Training:

The Volunteer Fire Department had 12 regular in-town members, and 28 associate out of town members for a total of 40 active members.

For the month of June, there were 5 fire training drills, 3 special classes, 1 inspection, and 7 public education demonstrations.

- 284.25 Hrs - Fire Fighter drills & on-line training
- 140 Hrs - Elevator Safety Awareness class w/ instructor Richard Avalone
- 6 Hrs - Assisted Fire Marshal on a fire inspection
- 14 Hrs - Public Education - Car Seat Installations & a Fire Service/EMS demo

A total of 444.25+ hours were spent in the month of July on training.

In closing, the Volunteer Fire Department will continue to improve and increase its members training, as required by ISO and established state training curriculums. We continue to recruit new members through the fire academies, our website and local town events.

Respectfully,

Judson Hopping,
Fire Chief

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

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

Town of Lauderdale-By-The-Sea
Fire Department Monthly Report
July 2021

	Regular In - Town	Associate Out of Town
Active Member	12	28

Fire 1 non-certified	2	2
Fire 1 Certified	1	1
Fire II Certified	9	25

CPR/1st Responder	5	10
EMT-B (FL)	3	10
Paramedic (FL)	3	8

Emergency 911 Calls

Fire/Rescue	43
Total Medical 911 calls	126
Medical calls V.F.D. Not Dispatched	114
Medical calls V.F.D. Dispatched	12
Medical calls Canceled by COD/M12	4
Medical calls V.F.D. Assisted	8

Training **444.25+ Total Hrs.**

Firefighter training	137 Hrs
Target Solutions on-line monthly assignments	147.25 Hrs
Elevator Safety Awareness class	140 Hrs
Annual Fire Inspection	6 Hrs
Public Awareness – Car Seats, & EMS Intro	14 Hrs

Station Watch Hours **3,059.5+ Total Hrs.**

Firefighter Station Watch	2,059.75+ Hrs
Community service – 4th of July Event	152.50 Hrs
Ocean Rescue patrol	103.25+ Hrs
Chief on Duty/Command	744 Hrs

LBTS Volunteer Fire Department - July 2021, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Acevedo	Manuel	189639	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	45
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	5	25
Baker	Shelby	184656	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	11	78
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	9	64
Bosco	Michael	171605	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	7	7
Cabrera	Ricardo	177336	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	29
Calvin	Jakob	190629	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	4
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	6	184
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	50
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	29	224
DeZayas	Mauricio	186553	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	70
Dupoux	Eric	184333	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	46
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	42
Frew	Maria	174735	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	6	6
Garcia	Ali	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	6	74
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	2
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	10	114
Horan	Sean	177190	Regular Member		Trainee	Trainee		1	1
Johnson	Scott	33742	Regular Member		Driver Engineer	Firefighter II-D/E - Officer I	Paramedic (FL)	13	206
Kahler	Derek	190471	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	12	214
Karley	Robert	101	Regular Member	*	Driver Engineer	Firefighter II - D/E	CPR for healthcare provider	16	238
Lane	Taylor	186647	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	11	55
Ledezma, Jr.	Fabian	179295	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	7	7
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	35	424
Maggard	Dylan	165765	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	6	6
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	7	72
Morena	Mike	196473	Regular Member		Trainee	Trainee	EMT-B (FL)	0	0
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	8
Obregon	Chelsea	192558	Associate Member		Trainee	Trainee	CPR for healthcare provider	0	3
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	4	34
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	30	290
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	20	163
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	45
Ruiz	Rodrigo	174946	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	8	8
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	8
Silverstone	James	025	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	16	90
Stewart	Theodore	190140	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	9	35
Warden	Stephanie		Associate Member		Trainee	Trainee	CPR for healthcare provider	0	7

Monthly Activity Report - July 2021

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Jul-21	4313 Bougainvilla Drive	Other fire - suspicious package	3:15:00 AM	3:17:00 AM	4
03-Jul-21	253 Bombay Avenue	Accident w/Injuries	5:01:00 PM	5:19:00 PM	7
04-Jul-21	Commercial Blvd.	Other fire - svc call - OR212 transported pt from the beach	9:05:00 PM	10:07:00 PM	18
05-Jul-21	1461 South Ocean Blvd.	Fire alarrm	5:11:00 AM	5:38:00 AM	7
05-Jul-21	4660 El Mar Drive	Open water drowning	3:50:00 PM	4:02:00 PM	6
06-Jul-21	5200 North Ocean Blvd.	Fire alarm	9:15:00 AM	9:21:00 AM	10
06-Jul-21	1770 South Ocean Blvd.	Fire alarm	12:03:00 PM	12:14:00 PM	8
08-Jul-21	5200 North Ocean Blvd	Fire alarm	10:59:00 AM	11:10:00 AM	7
08-Jul-21	4220 El Mar Drive	Open water drowning - pt 100yds off shore - OR12 & OR312 made contact pt ok	11:44:00 AM	12:07:00 PM	7
08-Jul-21	4520 El Mar Drive	Open water drowning - 2 snoklers in trouble - OR12 & OR312 made contact pts ok	5:11:00 PM	5:21:00 PM	8
09-Jul-21	4136 Seagrape Drive	Other fire - pt extraction from vehicle, pt not breathing vehicle doors were locked, broke window	3:46:00 PM	4:31:00 PM	5
12-Jul-21	4244 El Mar Drive	Open water drowning - jetski operator knocked off vehicle swam to shore - no medical needed	11:16:00 AM	11:27:00 AM	6
13-Jul-21	5252 North Ocean Drive	Fire alarm	4:55:00 AM	5:03:00 AM	5
13-Jul-21	4703 North Ocean Drive	Accident w/Injuries	7:43:00 AM	8:24:00 AM	8
14-Jul-21	218 Commercial Blvd.	Fire alarm	9:22:00 PM	9:33:00 PM	13
14-Jul-21	1461 South Ocean Blvd.	Fire alarm	10:11:00 PM	10:26:00 PM	6
15-Jul-21	2001 S. Ocean Blvd.	Accident w/Injuries	2:32:00 PM	3:27:00 PM	6
15-Jul-21	5100 North Ocean Drive	Open water/Marine accident	7:08:00 PM	7:22:00 PM	6
15-Jul-21	1 Commercial Blvd.	Fire alarm	11:21:00 PM	11:40:00 PM	5
16-Jul-21	4343 North Ocean Drive	Other fire - kitten in engine compartment of vehicle	1:13:00 AM	1:40:00 AM	4
16-Jul-21	Washingtonia/El Mar	Other fire - pt uncouscious on beach - OR12 provided BLS until M212 arrived	9:49:00 PM	10:47:00 PM	4
17-Jul-21	218 Commercial Blvd.	Haz mat	11:09:00 AM	11:45:00 AM	6
19-Jul-21	5200 North Ocean Blvd.	Commercial Fire alarm	9:45:00 AM	10:00:00 AM	7
19-Jul-21	5100 North Ocean Blvd.	Fire alarm	10:54:00 AM	11:06:00 AM	7
20-Jul-21	4318 El Mar Drive	Fire alarm	10:54:00 PM	11:12:00 PM	7
20-Jul-21	4318 El Mar Drive	Fire alarm	11:37:00 PM	11:49:00 PM	7
21-Jul-21	Flamingo/N. Ocean	Accident w/Injuries	7:34:00 PM	8:17:00 PM	6
21-Jul-21	1620 South Ocean Blvd.	Fire alarm	11:03:00 PM	11:53:00 PM	6
22-Jul-21	4405 N. Ocean Drive	Electrical/Utility fire	4:46:00 PM	6:25:00 PM	6
23-Jul-21	5200 North Ocean	Fire alarm	2:42:00 PM	3:22:00 PM	6
25-Jul-21	4600 El Mar Drive	Other fire - fight on the beach	8:53:00 AM	9:54:00 AM	5
25-Jul-21	4660 El Mar Drive	Drowning - no persons in distress	1:08:00 PM	1:24:00 PM	6
27-Jul-21	1900 South Ocean Blvd.	Fire alarm	4:22:00 PM		8
27-Jul-21	2000 South Ocean Blvd.	Other fire - vehicle stuck on sand	11:37:00 PM	12:20:00 AM	4
28-Jul-21	4456 El Mar Drive	Other fire - surf rescue assisted M12	9:06:00 AM	9:45:00 AM	3
28-Jul-21	5200 North Ocean Blvd.	Fire alarm	9:42:00 AM	9:55:00 AM	7
28-Jul-21	4900 North Ocean Drive	Drowning - asssited M12 w/ care & packaging	11:27:00 AM	12:04:00 PM	6
28-Jul-21	4326 Bougainvilla Drive	Gas leak - no hazard - neighbor painted dresser	10:43:00 PM	11:26:00 PM	4
29-Jul-21	Seagrape & Neptune	Utility fire	6:11:00 PM	6:32:00 PM	7
31-Jul-21	4318 El Mar Drive	Fire alarm	7:45:00 AM	8:19:00 AM	7
31-Jul-21	4318 El Mar Drive	Fire alarm	8:42:00 AM	8:50:00 AM	3
31-Jul-21	1501 South Ocean Blvd.	Fire alarm	7:05:00 PM	8:07:00 PM	7
31-Jul-21	4644 Bougainvilla Drive	Other fire - svc call occupant locked keys in home	10:04:00 PM	10:05:00 PM	6
			Total Calls	**45**	

Date	First Responder	Event Description	Start Time	End Time	No. of FF
01-Jul-21	North Ocean Blvd.	medical, E12 cleared by M12	10:47:00 AM	10:49:00 AM	5
02-Jul-21	North Ocean Drive	medical, E12 took pt vitals	5:26:00 AM	6:10:00 AM	5
09-Jul-21	South Ocean Blvd.	medical, E12 cleared by M12	12:44:00 PM	1:23:00 PM	4
09-Jul-21	South Ocean Blvd.	medical, E12 asslsted M12 no medical needed	7:09:00 PM	7:21:00 PM	4
15-Jul-21	Poinciana Street	medical, E12 assisted M212	3:30:00 PM	4:38:00 PM	6
15-Jul-21	Commercial Blvd.	medical, OR212 cleared	3:47:00 PM	4:39:00 PM	6
16-Jul-21	South Ocean Blvd.	medical, E12 provided BLS care until R13 arrival	10:08:00 PM	11:21:00 PM	4
25-Jul-21	South Ocean Blvd.	medical, E12 assisted M12	6:48:00 PM	7:44:00 PM	4
26-Jul-21	North Ocean Drive	medical, E12 provided care until M12 arrival	5:15:00 PM	6:02:00 PM	7
26-Jul-21	South Ocean Blvd.	medical, B12 assisted M12	10:17:00 PM	11:21:00 PM	4
29-Jul-21	Commercial Blvd.	medical, OR212 cleared by M12	4:28:00 PM	4:38:00 PM	4
31-Jul-21	North Ocean Drive	medical, E12 assisted M12	2:18:00 PM	3:11:00 PM	3
			Total Calls	**12**	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
01-Jul-21	Station 12	Fire Service/EMS presnetation for 11 students & teacher from Cardinal Gibbons H.S.	8:40:00 AM	10:30:00 AM	4
01-Jul-21	Station 12	Installed a rear facing car seat	9:00:00 AM	10:00:00 AM	1
03-Jul-21	Station 12	Station Tour for family of 5	9:00:00 AM	9:15:00 AM	4
04-Jul-21	Town	4th of July Parade, waterslide & fireworks	8:00:00 AM	11:00:00 PM	27
07-Jul-21	El Mar Drive/Square	Filled traffic barriers with water for town	10:30:00 AM	11:30:00 AM	5
09-Jul-21	El Mar Drive/Square	Filled traffic barriers with water for town	12:00:00 PM	1:30:00 PM	3
10-Jul-21	Station 12	Installed a rear facing car seat	8:00:00 AM	9:00:00 AM	1
23-Jul-21	Station 12	Installed a forward & a rear facing car seat	10:30:00 AM	11:30:00 AM	1
28-Jul-21	Station 12	Installed a rear facing car seat	12:00:00 PM	1:00:00 PM	1
29-Jul-21	Station 12	Installed a rear facing car seat	12:00:00 PM	1:00:00 PM	1
29-Jul-21	Station 12	Installed a forward & a rear facing car seat	1:00:00 PM	2:00:00 PM	1
31-Jul-21	4011 NE 28th Avenue	Fire Prevention/5yr Birthday party	11:00:00 AM	12:00:00 PM	3

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Jul-21	Station 12	Lift bags & cribbing; do's & don'ts	6:00:00 PM	10:00:00 PM	7
03-Jul-21	Station 12	4th of July prep work	8:30:00 AM	1:30:00 PM	5
09-Jul-21	228 Hibiscus Avenue	Pre-planning annual Fire Inspection @South Leisure by the Sea Condo	10:00:00 AM	12:00:00 PM	3
12-Jul-21	Station 12	Elevator Safety Awareness; lecture	6:00:00 PM	10:00:00 PM	9
14-Jul-21	Station 12	Elevator Safety Awareness; lecture	6:00:00 PM	10:00:00 PM	9
17-Jul-21	4900 North Ocean Blvd.	Elevator safety Awareness; practical @Sea Ranch Club	8:00:00 AM	12:00:00 PM	17
19-Jul-21	Station 12	Hose work; 5 1/2, 1 3/4 & 5" hydrant	6:00:00 PM	10:00:00 PM	8
26-Jul-21	Station 12	EMS training, radio communication & beach rescue senarios	6:00:00 PM	10:00:00 PM	7
29-Jul-21	Station 12	Ocean rescue drowning SOP, BLA & radio comm.	6:00:00 PM	10:00:00 PM	6

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
08-Jul-21	Beach	Ocean rescue patrol 11:00-1:30p, & 2-5p	11:30:00 AM	5:00:00 PM	2
09-Jul-21	Beach	Ocean rescue patrol & trng. 2-3p & 4-5:30p	2:00:00 PM	5:30:00 PM	2
13-Jul-21	Beach	Ocean rescue patrol & trng, 10-10:45a, 12:15-1p, 2:15-3p, & 4:30-5p	10:00:00 AM	5:00:00 PM	2
14-Jul-21	Beach	Ocean rescue patrol & trng 10-11 & 2:30-3:30p	10:00:00 AM	3:30:00 PM	7
15-Jul-21	Beach	Ocean rescue patrol & trng, 10-11, 12:30-1:30, 2:30-3:30, & 4:30-5:30p	10:00:00 AM	5:30:00 PM	2
16-Jul-21	Beach	Ocean rescue patrol & trng. 10-11a, 11:30-12:30p, 2-3p, & 4-5:30p	10:00:00 AM	5:30:00 PM	2
19-Jul-21	Beach	Ocean rescue patrol & trng. 10-11, 12:30-1:30, & 4-5:30p	10:00:00 AM	5:30:00 PM	3
20-Jul-21	Beach	Ocean rescue patrol & trng, 10-11, 1-2, & 4-5p	10:00:00 AM	5:00:00 PM	2
21-Jul-21	Beach	Ocean rescue patrol & trng. 10-11a, & 12-1p	10:00:00 AM	1:00:00 PM	2
22-Jul-21	Beach	Ocean rescue patrol; 10-10:30a, 11:30-12:45p, & 2:30-4:15p	10:00:00 AM	4:15:00 PM	2
23-Jul-21	Beach	Ocean rescue patrol & training; 11-11:45, 1:45-2:45 & 3:45-5:15p	11:00:00 AM	5:15:00 PM	2
24-Jul-21	Beach	Ocean rescue patrol & trng, 10-11a, 12n-2:45p & 4-4:15p	10:00:00 AM	4:15:00 PM	2
26-Jul-21	Beach	Ocean rescue patrol 11a-12:15, 1-2p, & 3:30-5p	11:00:00 AM	5:00:00 PM	2
29-Jul-21	Beach	Ocean rescue patrol & trng. 9-10, 11-11:45, 1-2, & 3-5p	9:00:00 AM	5:00:00 PM	2
30-Jul-21	Beach	Ocean rescue patrol 10-11, 1:30-2:30 & 4-5p	10:00:00 AM	5:00:00 PM	2
30-Jul-21	Beach	Ocean rescue patrol	9:00:00 PM	9:30:00 PM	3
31-Jul-21	Beach	Ocean rescue patrol & trng. 9:30-10:30, 2-3p, & 5-5:30p	9:30:00 AM	5:30:00 PM	2

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

Unit Response Time 3- Month Average

Jul-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	44	48	3	6
Response Time	0:04:56	0:05:31	0:00:00	0:00:00

Total Average Response Time : 4:39

Jun-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	41	48	4	6
Response Time	0:05:46	0:05:43	0:00:00	0:00:00

Total Average Response Time : 4:57

May-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	51	63	6	9
Response Time	0:04:51	0:05:35	0:00:00	0:00:00

Total Average Response Time : 4:33

Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Captain Thomas Palmer, BSO
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO July 2021 Report

Recommendation: Accept/Approve

Attachments: Ex.1 - BSO July 2021 Report

Date: August 2, 2021

To: Linda Connors
Interim Town Manager

From: Captain Thomas Palmer
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- July 2021

PERSONNEL CHANGES:

None.

EMPLOYEE OF THE MONTH: Deputy Benya (Ben) Koos

In March 2020, the BSO Lauderdale by the Sea District Citizen Observer Patrol (COP) program was suspended due the COVID-19 pandemic. Deputy Ben Koos and COP Colonel Bill Johansen understood the importance of keeping the program active and the members engaged and adapted to the unprecedented situation. Deputy Koos and COP Johansen adapted to the pandemic by continuing to host the program's monthly meetings virtually while continuing to provide valuable training to the members. Additionally, Deputy Koos provided the members with updates on the numerous emergency orders and updates on the re-opening of the Town of Lauderdale by the Sea. The efforts and dedication of Deputy Koos and COP Johansen led to the BSO Lauderdale by the Sea COP program to be the 1st in the Broward Sheriff's Office to return to service. Since the program's return, members have located missing persons, assisted with the location and safe recovery of a missing diver, and were instrumental (as always) to the success of the town's July 4th events.

Due to Deputy Koos' hard work, dedication to community policing and dedication to the COP program he was awarded the Deputy of the Month honors for July 2021.

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

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

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

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

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

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

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

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

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

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 10 hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 345 miles and 60 hours this month.

- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals required mental health assistance and were Baker Acted. Four (4) individuals experiencing homelessness were contacted during the month. Two (2) of the individuals refused free services offered by law enforcement, one (1) was issued a trespass warning from a commercial establishment and one (1) received services and was transported to a shelter.

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

- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
  ****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
  https://member.everbridge.net/index/892807736729054#/login **

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

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

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

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

Independence Day Celebration: On Sunday, July 4th the Town hosted their annual, day-long celebration. The parade travelled throughout the town with local businesses, town commissioners, Volunteer Fire Department, AMR, BSO Motor Unit, and specialty vehicles as participants. The fireworks were held on the beach and were a great success. Off duty detail deputies were

assigned to event security. The BSO Regional Traffic Unit provided six (6) Motor Deputies for traffic control. Assistance was also provided by several LBTS COP volunteers, BSO Posse members, and deputies detached from other BSO jurisdictions at no cost to the town. Captain Palmer and Lieutenant Wesolowski attended the all-day events. There were no reported crimes or notable incidents.

Bug Fest: Various events for the Town's annual BugFest were held beginning Wednesday, July 28th and concluding Friday, July 31st at the Diveheart Concert on the beach at the Plunge Hotel. On duty, and special detail deputies were assigned to monitor the events and provide assistance if needed. There were no reported crimes or notable incidents during the events.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2107-000071
DATE/TIME: July 3, 2021 @ 1926 hrs
LOCATION: 4400 Blk of N Ocean Drive
SUSPECT: James Joseph B/M 11/29/1990
INCIDENT: Resisting Arrest without Violence & Operate Unregistered Vehicle
SUMMARY: Deputy Dubreuil and Deputy Figueroa were conducting pro-active ATV Patrol and during their patrol they observed two ATVs' crash into one another at the intersection of Commercial Blvd and North Ocean Drive. As deputies approached, one driver fled on the ATV while the other subject fled on foot. Unknown if the ATV was stolen or involved in a hit and run, Deputy Figueroa began to run after the suspect on foot and communicated the same on the police radio. The suspect returned to his stalled ATV and attempted to start it to no avail. The suspect again jumped off the ATV, however this time he attempted to walk into Taco Craft in an attempt to blend in with other patrons. The patrons observed the suspect's actions and detained him until Deputy Dubreuil and Deputy Figueroa were able to arrive on scene and place the suspect into custody. The suspect was arrested and charged with misdemeanor resisting arrest without violence, and operating an unregistered motor vehicle on a roadway. The ATV was towed and held for proof of ownership.

CASE: 13-2107-000119
DATE/TIME: July 5, 2021 @ 0044 Hrs
LOCATION: 250 Commercial Blvd (TV-Repair Shop)
ARRESTEE: Ivory Wells III, BM 04/07/1990
INCIDENT: Battery LEO/Criminal Mischief Arrest
SUMMARY: While on patrol, Deputy Alvarez-Jacinto was flagged down in reference to a male causing a disturbance in the area. Deputy Alvarez-Jacinto checked the area and observed the arrestee had smashed in one of the business windows to the TV repair shop. This action caused the business alarm to become audible. Deputy Alvarez-Jacinto and Deputy Suarez took Wells into custody and the suspect was secured in the back seat of Deputy Alvarez-Jacinto's marked unit when the suspect became belligerent toward law enforcement and spit at Deputy Pitulan, striking him on the side of his face. The suspect was charged accordingly and transported to the BSO Main Jail.

CASE: 13-2107-000631
DATE/TIME: 07/24/2021 @ 2000 hours – 07/25/2021 @ 1000 hours
LOCATION: 4630 Poinciana Street, LBS
SUSPECT(S): Unknown
INCIDENT: Burglary Conveyance **(UNLOCKED/valuables in plain view)**
SUMMARY: Sometime between Saturday 07/24/2021 at approximately 2000 hours and Sunday 07/25/2021 at approximately 1000 hours, unknown subject(s) entered the unlocked driver's side rear door and removed a pink Victoria Secret bag on the floorboard behind the driver's seat. The Victoria Secret bag contained another beige cosmetic bag. Investigation is ongoing.

CASE: 13-2107-000287
DATE/TIME: 07/11/21 @0041 hours
LOCATION: 4100 El Mar Dr. (Palm Avenue Portal)
SUSPECT: Hispanic male / suspect (described as light brown skin, thin muscular build, approximately six feet tall, in his late twenties to early thirties, no facial hair, crew cut hairstyle, left arm full of tattoos and was wearing a white tank top undershirt)
INCIDENT: Robbery
SUMMARY: Victim advised while walking from the beach toward the beach entrance pathway a suspect displayed what appeared to be a knife in an aggressive manner, demanded his belongings then ran away. The victim was not hurt. The victim provided a suspect description; however, couldn't provide direction or method of travel. Investigation is ongoing.

MONTHLY ARREST LOGS:

M	Battery on a Firefighter or Police Officer	250	Commercial Blvd
M	Battery- Simple, Touch or Strike	106	Commercial Blvd
M	Resist/Obstruct Officer w/o Violence	4400	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2020 YTD	2021 YTD
AUTO THEFT	0	1	6	7
BURGLARY-BUSINESS	0	1	0	2
BURGLARY-CONVEYANCE	1	1	5	14
BURGLARY-RESIDENCE	0	2	6	4
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	1	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	2	2
HOMICIDE	0	0	0	0
ROBBERY	1	0	0	2
THEFT-GRAND	0	0	8	3
THEFT-PETIT	1	4	28	22
TOTALS	**3**	**9**	**56**	**56**

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	34
COP Hours Worked - Month	71
COP Patrol Miles - Month	107
COP Hours Worked - YTD	388
COP Patrol Miles - YTD	626

COP Bike Patrol Hours - Month	6
COP Bike Patrol Hours - YTD	6

COP Beach Patrol Hours – Month	65
COP Beach Patrol Hours - YTD	137.50

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

	Month	2021 YTD
Reserve Deputy - Days Worked	7	34
Reserve Deputy - Hours Worked	58	285

MONTHLY STAFFING AND STATISTICAL REPORT:
The July 2021 Monthly Staffing and Statistical Report is attached.

Lauderdale by the Sea
Monthly Activity
July 2021

Reports/Calls	
Miscellaneous Service	
Event Reports	47
Accidents	15
Calls for Service	801

Traffic	
Types of Citation	
Non-Moving / Moving Citation	79
Parking	0
Warnings	247
Total Citations	**326**

Arrests	
Type of Arrest	
Felony	1
Misdemeanor	2
Traffic Arrest (Misd.)	0
Warrant	2
DUI	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
Total Arrests	**5**

Time Worked	
Hours Worked	
Bike Patrol	10
Court Overtime	6
Training	85
Detached	56
Other Overtime	133
Days Worked	31

General	
FI	13
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 345 Miles / 60 Hours Reserve Deputies worked 7 shifts (58 hrs)

MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT

July 31, 2021

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	**28**	**27**	**1**

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Brann Redl	10365	FMLA	Medical
Deputy Jorge Figueroa	18588	WC	Medical

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Detective Glen Genovese	13738	QRF	Adjunct Training	20
Detective Glen Genovese	13738	CST	Warrant Sweep	10
Detective Danny Mursell	15333	CST	Warrant Sweep	10
Deputy Javier Barrios	16797	Regional Traffic Unit	Summer Splash	8
Deputy Patrick Fletcher	9472	HR	Oral Board Interview	8
			TOTAL	56

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – JULY, 2021

ANTHONY MANGANARO JR.

11/08/1965

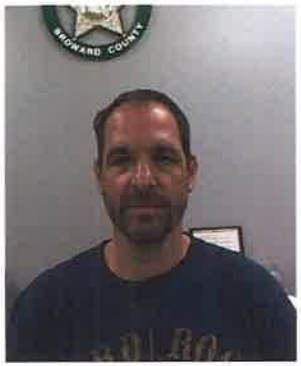
2751 NE 58th St

Fort Lauderdale, FL 33308

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

(GUILTY/CONVICTED – 11/20/2003)

New York, NY



MICHAEL DAVID SCHMEHL

05/26/1974

4141 Bayview Dr.

Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE (SEXUAL ASSAULT)

(GUILTY/CONVICTED – 08/26/1998)

Bucks, PA

DOMINICK ANTHONY AMENTO

04/11/1943

3100 Blk Oakland Park Blvd.

Fort Lauderdale, FL 33308 (Transient)

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

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

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

(GUILTY/CONVICTED – 09/22/2004

Broward, FL

LAUDERDALE BY THE SEA DISTRICT

NEARBY SEX OFFENDERS (2 Mile Radius) – JULY, 2021

ANGEL MAURY

01/22/1966
4011 N Ocean Blvd. #214
Fort Lauderdale, FL 33308

SEX BAT/COERCES BY THREAT; F.S. 794.011(4)(b)

SEX BAT BY ADULT/VCTM UNDER 12; F.S. 794.011(2) **TIMES 2**

Lewd or lascivious molestation victim under 12 years offender 18 or older; F.S. 800.04(5)(b) ((2 COUNTS)) **TIMES 2**

Lewd, Lascivious batt sex w/victim 12-15 years old; F.S. 800.04(4)(a) **TIMES 2**

Unlawful Sexual Activity with Certain Minors 16/17 yr old; F.S. 794.05(1)

(GUILTY/CONVICTED – 10/28/2013)

Broward, FL

DAVID RAPHAEL ROSENRAUCH

07/26/1971

3100 NE 46th ST.
Fort Lauderdale, FL 33308

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

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

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

ADJUDICATION WITHHELD 11/12/1996

Lake, FL

NO IMAGE

MURPHY HANDY

11/04/1956

ABSCONDED FROM PROBATION

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

(GUILTY/CONVICTED – 09/21/1995)

Broward, FL

JAMES ORLIN CLARKE

05/14/1980

4011 N Ocean Blvd. #105

Fort Lauderdale, FL 33308

Ocean Reef Hotel

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

(GUILTY/CONVICTED – 11/09/1999)

Macomb, MI

July 28, 2021

Prepared by: Giovanna Anderson

BROWARD SHERIFF'S OFFICE
LAUDERDALE BY THE SEA
TRAFFIC ANALYSIS

JANUARY TO JUNE

	2020	2021	DIFF
CRASHES	64	99	55%
CITATIONS	570	1,128	98%

2020

TOP CRASH LOCATIONS	TOTAL
4399 N OCEAN DR/199 COMMERCIAL BLVD	15
4299 N OCEAN DR/4301 N OCEAN DR	6
299 COMMERCIAL BLVD	5
5299 N OCEAN BLVD	4
4599 BOUGAINVILLA DR	3

2021

TOP CRASH LOCATIONS	TOTAL
4399 N OCEAN DR	20
5299 N OCEAN DR	6
4299 N OCEAN DR	5
4599 N OCEAN BLVD	4
4699 N OCEAN BLVD	4

2020

TOP CITATION LOCATIONS	TOTAL
4299 N OCEAN DR/DATURA AV	48
265 COMMERCIAL BLVD	36
4399 N OCEAN DR/COMMERCIAL	35
4400 N OCEAN DR	35
200 COMMERCIAL BLVD	23
99 COMMERCIAL BLVD/EL MAR DR	23

2021

TOP CITATION LOCATIONS	TOTAL
4099 BOUGAINVILLA DR/HIBISCUS AV	132
299 WASHINGTONIA AV/SEAGRAPE DR	79
4599 EL MAR DR/WASHINGTONIA AV	68
4399 N OCEAN DR/COMMERCIAL BLVD	59
4299 SEAGRAPE DR/LAKE CT	48
4299 EL MAR DR/DATURA AV	47

BROWARD SHERIFF'S OFFICE
LAUDERDALE BY THE SEA
TRAFFIC ANALYSIS BY MONTH

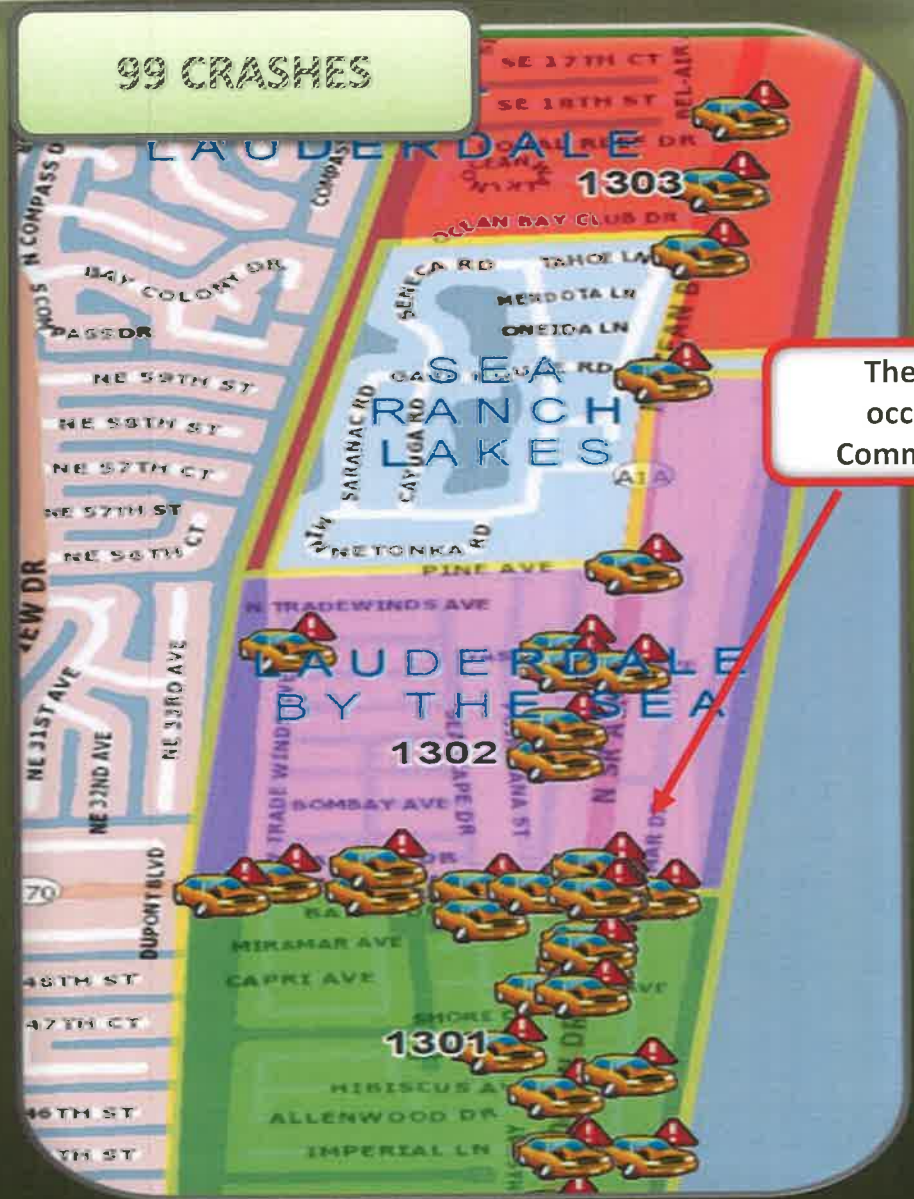
LAUDERDALE BY THE SEA

	JAN		FEB		MAR		APR		MAY		JUNE		2020	2021	
	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	20201	YTD	YTD	% DIFF
CRASHES	14	17	16	16	11	10	5	21	9	18	9	17	64	99	55%
CITATIONS	187	130	234	138	89	221	7	242	33	240	20	157	570	1128	98%

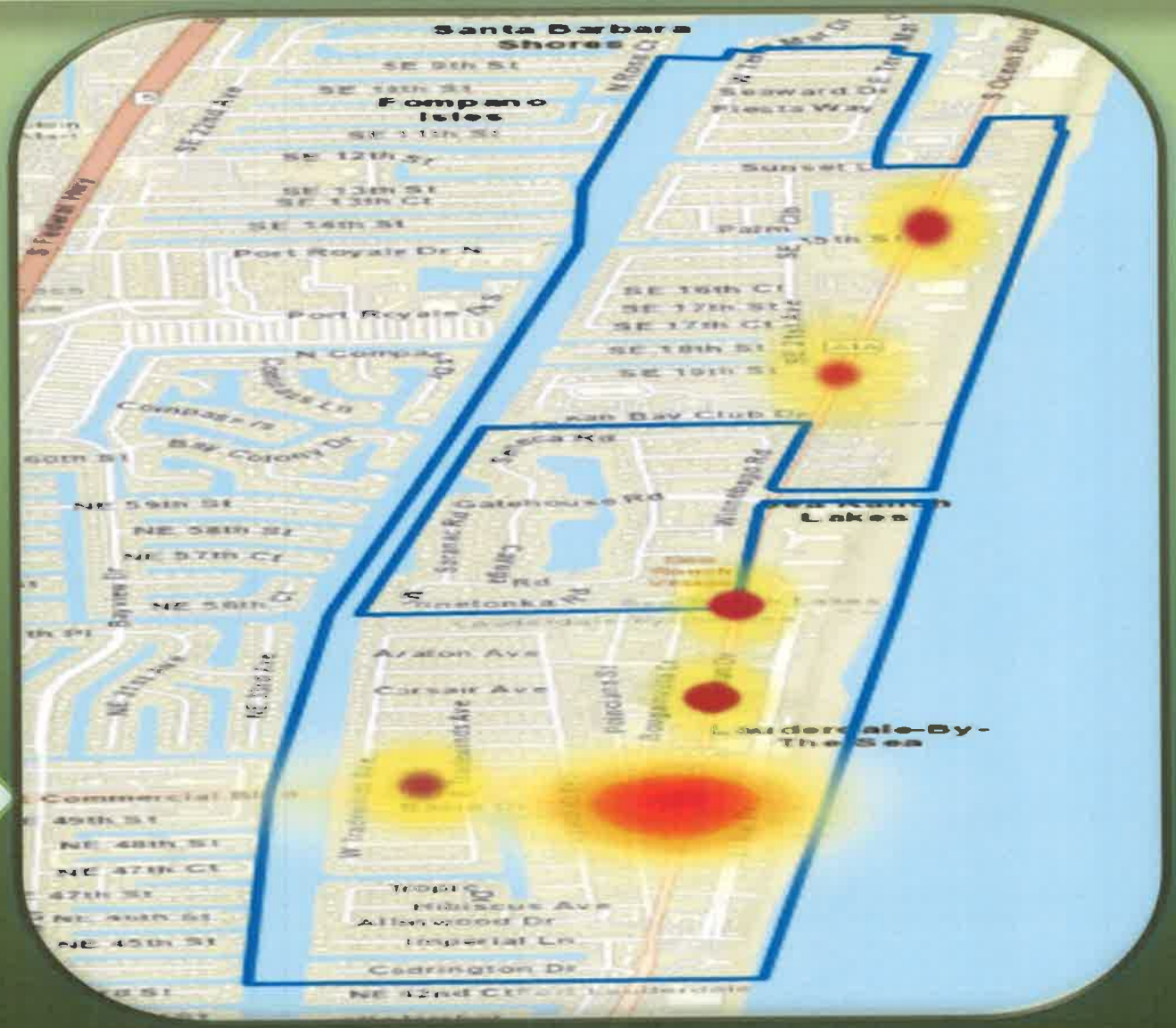
BROWARD SHERIFF'S OFFICE
LAUDERDALE BY THE SEA
JAN - JUN, 2020

The majority occurring on Commercial Blvd

BROWARD SHERIFF'S OFFICE
LAUDERDALE BY THE SEA
JAN - JUN, 2021



BROWARD SHERIFF'S OFFICE
LAUDERDALE BY THE SEA
HOTSPOT MAPPING



BROWARD SHERIFF'S OFFICE
LAUDERDALE BY THE SEA
CALLS FOR SERVICE
2ND QUARTER REPORT

	APR	MAY	JUN	TOTAL
CALLS FOR SERVICE	938	1014	787	2739

TOP CALLS FOR SERVICE	
68-POLICE SERVICE CALL	1019
73-TRAFFIC/PARKING COMPLAINT	333
10-50 TRAFFIC STOP	303
14-INFORMATION	129
911 HANG UP/DROP OFF	105

APRIL TOP 5 CFS	
68-POLICE SERVICE CALL	333
73-TRAFFIC/PARKING COMPLAINT	137
10-50 TRAFFIC STOP	87
911 HANG UP/DROP OFF	47
22-DISTURBANCE/NUISANCE	46

MAY TOP 5 CFS	
68-POLICE SERVICE CALL	390
73-TRAFFIC/PARKING COMPLAINT	131
10-50 TRAFFIC STOP	103
14-INFORMATION	52
911 HANG UP/DROP OFF	35

JUNE TOP 5 CFS	
68-POLICE SERVICE CALL	296
10-50 TRAFFIC STOP	113
73-TRAFFIC/PARKING COMPLAINT	65
14-INFORMATION	41
76-AOA (ASSIST OTHER AGENCY)	36

BROWARD SHERIFF'S OFFICE
LAUDERDALE BY THE SEA
CALLS FOR SERVICE
APRIL REPORT

APRIL 2021 CALLS FOR SERVICE	
68-POLICE SERVICE CALL	333
73-TRAFFIC/PARKING COMPLAINT	137
10-50 TRAFFIC STOP	87
911 HANG UP/DROP OFF	47
22-DISTURBANCE/NUISANCE	46
14-INFORMATION	36
76-AOA (ASSIST OTHER AGENCY)	33
13I-SUSPICIOUS INCIDENT/PACKAGE	26
04-ACCIDENT-MINOR	25
22N-DISTURBANCE-NOISE COMPLAINT	19
77-CODE ENFORCEMENT	13
72-LOST/FOUND PROPERTY	13
13P-SUSPICIOUS PERSON	13
66-CIVIL MATTER/CUSTODY ISSUE	12
13V-SUSPICIOUS VEHICLE	7
51-TRESPASSING	7
30-LARCENY	6
49A-AUDIBLE/INTRUSION ALARM	6
12-RECKLESS DRIVER	4
19-MISDEMEANOR WARRANT	3
20-MENTALLY ILL PERSON	3
04I-ACCIDENT WITH INJURIES	3
74-RECALL	3
36-FIGHT	3
49SH-SILENT HOLD-UP ALARM	3
38-DOMESTIC DISTURBANCE	3
25EV-ELEVATOR RESCUE	3
37-DISTURBANCE JUVENILE	2
03I-HIT & RUN WITH INJURIES	2
11-ABANDONED VEHICLE	2
16C-CHILD/ELDERLY ABUSE CPIS/DCF	2
10-STOLEN VEHICLE	2
69-ANIMAL SERVICE CALL	2
67HM-MEDICAL-HEMORRHAGE/LACERATION	2
38V-DOMESTIC DISTURBANCE VERBAL	2
31-ASSAULT	2
HIGH RISE FIRE ALARM	1
ALERT 3 INLAND/COASTAL	1
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL	1
44OW-OPEN WATER BOAT MARINE ACCIDENT	1
09-STOLEN TAG	1
07-DEAD PERSON	1
21A-BREAKING & ENTERING (BURGLARY) ATTEMPT	1
08E-MISSING PERSON (ENDANGERED)	1
39-DISTURBANCE NEIGHBOR	1
49SI-SILENT INTRUSION ALARM	1
67UM-MEDICAL-UNKNOWN MEDICAL	1
08R-MISSING PERSON (RECOVERED)	1
CALLER IN DANGER	1
53-EMBEZZLEMENT-FRAUD	1
03-HIT & RUN	1
57-NARCOTICS	1
21R-BREAKING & ENTERING (BURGLARY) RESIDENTIAL	1
25RS-RESIDENTIAL FIRE	1
79-HARASSMENT/STALKING/THREAT	1
67FI-MEDICAL-FALL INJURY	1
ACTIVE ASSAILANT	1
29-RECKLESS OPERATION-BOAT	1
40-VANDALISM/MALICIOUS MISCHIEF	1
67SP-MEDICAL-SICK PERSON	1
02-DRUNK PEDESTRIAN	1
35-SEXUAL ASSAULT	1
Grand Total	938

BROWARD SHERIFF'S OFFICE
LAUDERDALE BY THE SEA
CALLS FOR SERVICE
MAY REPORT

MAY 2021 CALLS FOR SERVICE	
68-POLICE SERVICE CALL	390
73-TRAFFIC/PARKING COMPLAINT	131
10-50 TRAFFIC STOP	103
14-INFORMATION	52
911 HANG UP/DROP OFF	35
76-AOA (ASSIST OTHER AGENCY)	34
22-DISTURBANCE/NUISANCE	27
22N-DISTURBANCE-NOISE COMPLAINT	25
13P-SUSPICIOUS PERSON	24
13I-SUSPICIOUS INCIDENT/PACKAGE	22
51-TRESPASSING	18
49A-AUDIBLE/INTRUSION ALARM	16
04-ACCIDENT-MINOR	14
66-CIVIL MATTER/CUSTODY ISSUE	13
72-LOST/FOUND PROPERTY	8
69-ANIMAL SERVICE CALL	8
13V-SUSPICIOUS VEHICLE	7
77-CODE ENFORCEMENT	7
04I-ACCIDENT WITH INJURIES	6
12-RECKLESS DRIVER	6
67PO-MEDICAL-UNCONSCIOUS/FAINTING	5
79-HARASSMENT/STALKING/THREAT	4
30-LARCENY	4
36-FIGHT	3
20-MENTALLY ILL PERSON	3
38-DOMESTIC DISTURBANCE	3
26-DROWNING	3
26OW-OPEN WATER DROWNING	3
38V-DOMESTIC DISTURBANCE VERBAL	3
07-DEAD PERSON	2
74-RECALL	2
OUTSIDE FIRE	2
03-HIT & RUN	2
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL	2
67FI-MEDICAL-FALL INJURY	2
67UM-MEDICAL-UNKNOWN MEDICAL	2
10-STOLEN VEHICLE	2
85-POSSIBLE WANTED PERSON/VEHICLE	1
09-STOLEN TAG	1
40-VANDALISM/MALICIOUS MISCHIEF	1
LICENSE PLATE READER HIT	1
29-RECKLESS OPERATION-BOAT	1
25EH-ELECTRICAL/UTILITY FIRE	1
COMMERCIAL STRUCTURE FIRE ALARM	1
PRIVATE INVESTIGATOR	1
21R-BREAKING & ENTERING (BURGLARY) RESIDENTIAL	1
67F-MEDICAL-FALL NO INJURY	1
49H-HOLD-UP ALARM	1
16C-CHILD/ELDERLY ABUSE CPIS/DCF	1
08-MISSING PERSON/RUNAWAY	1
35-SEXUAL ASSAULT	1
25CF-COMMERCIAL STRUCTURE FIRE	1
16-CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT	1
53-EMBEZZLEMENT-FRAUD	1
19-MISDEMEANOR WARRANT	1
67AP-MEDICAL-ABDOMINAL PAIN	1
01-DRUNK DRIVER	1
32-SUICIDE-SUICIDE ATTEMPT	1
Grand Total	1014

BROWARD SHERIFF'S OFFICE
LAUDERDALE BY THE SEA
CALLS FOR SERVICE
JUNE REPORT

JUNE 2021 CALLS FOR SERVICE	
68-POLICE SERVICE CALL	296
10-50 TRAFFIC STOP	113
73-TRAFFIC/PARKING COMPLAINT	65
14-INFORMATION	41
76-AOA (ASSIST OTHER AGENCY)	36
22-DISTURBANCE/NUISANCE	28
911 HANG UP/DROP OFF	23
13P-SUSPICIOUS PERSON	16
13I-SUSPICIOUS INCIDENT/PACKAGE	16
04-ACCIDENT-MINOR	15
49A-AUDIBLE/INTRUSION ALARM	14
72-LOST/FOUND PROPERTY	10
51-TRESPASSING	10
66-CIVIL MATTER/CUSTODY ISSUE	9
22N-DISTURBANCE-NOISE COMPLAINT	9
13V-SUSPICIOUS VEHICLE	8
77-CODE ENFORCEMENT	6
69-ANIMAL SERVICE CALL	6
20-MENTALLY ILL PERSON	5
12-RECKLESS DRIVER	4
31-ASSAULT	4
30-LARCENY	4
53-EMBEZZLEMENT-FRAUD	3
67PO-MEDICAL-UNCONSCIOUS/FAINTING	3
21R-BREAKING & ENTERING (BURGLARY) RESIDENTIAL	3
18-FELONY WARRANT	3
38-DOMESTIC DISTURBANCE	3
35-SEXUAL ASSAULT	2
16C-CHILD/ELDERLY ABUSE CPIS/DCF	2
67SP-MEDICAL-SICK PERSON	2
03-HIT & RUN	2
16-CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT	2
57-NARCOTICS	2
79-HARASSMENT/STALKING/THREAT	2
49V-VEHICLE ALARM	1
70AB-ANIMAL BITE	1
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL	1
07-DEAD PERSON	1
49SH-SILENT HOLD-UP ALARM	1
43-LEWD-LASCIVIOUS ACTS	1
67UM-MEDICAL-UNKNOWN MEDICAL	1
21C-BREAKING & ENTERING (BURGLARY) COMMERCIAL	1
03I-HIT & RUN WITH INJURIES	1
40-VANDALISM/MALICIOUS MISCHIEF	1
10-STOLEN VEHICLE	1
01-DRUNK DRIVER	1
74-RECALL	1
39-DISTURBANCE NEIGHBOR	1
19-MISDEMEANOR WARRANT	1
49M-MEDICAL ALARM	1
67AR-MEDICAL-ALLERGIC REACTION	1
COMMERCIAL STRUCTURE FIRE ALARM	1
67FI-MEDICAL-FALL INJURY	1
09R-STOLEN TAG RECOVERY	1
Grand Total	787

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Captain Thomas Palmer, BSO
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: 2020 Uniform Crime Report (UCR) Annual Crime Statistics

Explanation: Annually, the Broward Sheriff's Office evaluates the changes in UCR statistics for the Town of Lauderdale-By-The-Sea (LBTS) against crime trends in Broward County for the same period of time. The accompanying chart (Exhibit 1) shows both UCR crimes and clearance rates for Broward County. Although, LBTS experienced an 8% increase in the overall crimes as compared to 2019, or an increase of nine (9) total crimes for the year, we still enjoy one of the lowest crime increases from 2019. In 2020, crimes of opportunity drove our crime numbers (e.g., unsecured, unlocked, valuables in plain view) with 10 larcenies, and 10 conveyance burglaries.

Additionally, LBTS compares favorably with other communities in Broward County regarding the crime rate as well, even though the crime rate is based on our permanent population of 5,305 (FDLE data). LBTS has one of the highest seasonal population increases of any municipality in Broward County (almost 100% increase in seasonal population), and that is not reflected in the crime rate. We have the eleventh (11th) lowest crime rate of all cities in the county, and the third (3rd) lowest number of total crimes in the county behind Sea Ranch Lakes, and Hillsboro Beach. In comparison to similarly sized beach communities in Florida, our overall crimes were lower than Surfside, Neptune Beach, Atlantic Beach, Cocoa Beach, Fernandina Beach, and St. Petersburg Beach.

The crime clearance rate for Part 1 offenses in 2020 was 23.8%. Clearance rates are the percentage of crimes solved that meet the requirements of UCR guidelines of being classified as "cleared". Of the 30 municipalities in Broward, LBTS ranks 9th overall, and 3rd in BSO contract cities.

UCR Part 1 Index Crimes by Year

YEAR	TOTAL
2010	193
2011	166
2012	175
2013	137
2014	156
2015	146
2016	138
2017	132
2018	135
2019	113

Attachments: Ex.1 – 2020 FDLE Offense Data for Broward County

Agenda Item No: 7.d

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Chief Brooke Liddle, AMR
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR July 2021 Report

Recommendation: Accept/Approve

Attachments: Ex.1 – AMR July 2021 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
7/20/2021	4600 BLK Bougainvilla Dr	2:12:08 PM	2:12:31 PM	2:13:13 PM	00:01:05
7/19/2021	4600 BLK N Ocean Dr	3:16:41 AM	3:17:54 AM	3:18:06 AM	00:01:25
7/16/2021	4600 BLK N Ocean Dr	6:29:45 AM	6:29:55 AM	6:31:13 AM	00:01:28
7/7/2021	200 BLK Commercial Blvd	1:22:05 PM	1:22:23 PM	1:23:34 PM	00:01:29
7/26/2021	4200 BLK Seagrape Dr	5:08:59 PM	5:10:28 PM	5:10:28 PM	00:01:29
7/18/2021	N Ocean Dr / Commercial Blvd	1:07:22 AM	1:08:47 AM	1:08:52 AM	00:01:30
7/8/2021	4500 BLK El Mar Dr	5:13:28 PM	5:13:32 PM	5:15:00 PM	00:01:32
7/18/2021	4500 BLK N Ocean Dr	8:14:01 AM	8:14:43 AM	8:15:35 AM	00:01:34
7/17/2021	4100 BLK N Ocean Dr	8:32:03 PM	8:32:39 PM	8:33:42 PM	00:01:39
7/21/2021	200 BLK Commercial Blvd	10:11:51 AM	10:11:57 AM	10:13:31 AM	00:01:40
7/28/2021	4400 BLK El Mar Dr	9:08:56 AM	9:09:37 AM	9:10:36 AM	00:01:40
7/8/2021	4500 BLK N Ocean Dr	9:03:40 AM	9:04:09 AM	9:05:24 AM	00:01:44
7/9/2021	200 BLK Commercial Blvd	12:10:46 AM	12:11:37 AM	12:12:31 AM	00:01:45
7/29/2021	4900 BLK N Ocean Blvd	4:25:44 PM	4:27:28 PM	4:27:30 PM	00:01:46
7/15/2021	4500 BLK N Ocean Dr	6:21:01 PM	6:21:15 PM	6:23:00 PM	00:01:59
7/29/2021	4200 BLK N Ocean Dr	9:43:18 AM	9:43:40 AM	9:45:18 AM	00:02:00
7/22/2021	200 BLK Commercial Blvd	10:04:30 AM	10:04:55 AM	10:06:31 AM	00:02:01
7/9/2021	4100 BLK Seagrape Dr	3:47:33 PM	3:47:58 PM	3:49:35 PM	00:02:02
7/29/2021	2000 BLK S Ocean Blvd	7:13:58 PM	7:14:08 PM	7:16:00 PM	00:02:02
7/5/2021	4600 BLK El Mar Dr	7:11:47 PM	7:11:57 PM	7:13:50 PM	00:02:03
7/4/2021	200 BLK Pine Ave	7:45:47 PM	7:45:58 PM	7:47:51 PM	00:02:04
7/28/2021	4900 BLK N Ocean Blvd	11:29:24 AM	11:30:15 AM	11:31:30 AM	00:02:06
7/4/2021	100 BLK Commercial Blvd	6:18:32 PM	6:19:37 PM	6:20:40 PM	00:02:08
7/6/2021	2000 BLK S Ocean Blvd	11:09:21 AM	11:09:27 AM	11:11:29 AM	00:02:08
7/14/2021	N Ocean Dr / Commercial Blvd	8:16:32 PM	8:17:11 PM	8:18:42 PM	00:02:10
7/3/2021	4500 BLK El Mar Dr	2:59:40 PM	3:00:12 PM	3:01:59 PM	00:02:19
7/15/2021	100 BLK Commercial Blvd	3:47:35 PM	3:49:53 PM	3:49:58 PM	00:02:23
7/2/2021	2000 BLK S Ocean Blvd	2:16:03 PM	2:16:14 PM	2:18:27 PM	00:02:24
7/8/2021	200 BLK Commercial Blvd	10:43:38 AM	10:46:01 AM	10:46:04 AM	00:02:26
7/1/2021	4500 BLK Poinciana St	7:00:53 PM	7:01:29 PM	7:03:20 PM	00:02:27
7/1/2021	100 BLK Commercial Blvd	11:46:01 AM	11:48:01 AM	11:48:29 AM	00:02:28
7/21/2021	4600 BLK Poinciana St	9:07:59 AM	9:08:17 AM	9:10:28 AM	00:02:29
7/1/2021	5200 BLK N Ocean Blvd	10:47:05 AM	10:49:35 AM	10:49:36 AM	00:02:31
7/13/2021	4600 BLK Poinciana St	3:22:58 AM	3:23:07 AM	3:25:29 AM	00:02:31
7/16/2021	4200 BLK Bougainvilla Dr	5:37:12 PM	5:38:21 PM	5:39:44 PM	00:02:32
7/28/2021	4500 BLK Bougainvilla Dr	8:19:07 PM	8:19:51 PM	8:21:41 PM	00:02:34
7/15/2021	1900 BLK S Ocean Blvd	2:22:34 PM	2:22:40 PM	2:25:08 PM	00:02:34
7/21/2021	4400 BLK El Mar Dr	2:23:29 PM	2:23:38 PM	2:26:03 PM	00:02:34
7/29/2021	1900 BLK Coral Reef Dr	8:48:21 PM	8:48:27 PM	8:50:55 PM	00:02:34
7/28/2021	4700 BLK N Ocean Dr	3:37:37 PM	3:40:08 PM	3:40:12 PM	00:02:35
7/27/2021	4500 BLK Bougainvilla Dr	3:05:30 PM	3:08:00 PM	3:08:06 PM	00:02:36
7/26/2021	200 BLK Codrington Dr	1:15:16 PM	1:15:19 PM	1:17:53 PM	00:02:37
7/5/2021	4900 BLK N Ocean Blvd	10:17:19 AM	10:19:46 AM	10:20:00 AM	00:02:41
7/4/2021	100 BLK Commercial Blvd	11:18:52 PM	11:19:44 PM	11:21:35 PM	00:02:43
7/14/2021	1400 BLK S Ocean Blvd	2:36:55 PM	2:38:36 PM	2:39:41 PM	00:02:46
7/31/2021	4500 BLK N Ocean Dr	3:27:41 AM	3:29:52 AM	3:30:27 AM	00:02:46
7/8/2021	4200 BLK El Mar Dr	11:45:37 AM	11:45:51 AM	11:48:24 AM	00:02:47
7/19/2021	2000 BLK S Ocean Blvd	6:08:15 AM	6:08:24 AM	6:11:03 AM	00:02:48
7/30/2021	4500 BLK Bougainvilla Dr	10:36:38 AM	10:38:21 AM	10:39:29 AM	00:02:51
7/24/2021	4600 BLK El Mar Dr	2:57:16 AM	2:58:17 AM	3:00:08 AM	00:02:52
7/28/2021	4528 BLK Poinciana St	2:08:19 PM	2:09:41 PM	2:11:12 PM	00:02:53
7/12/2021	4500 BLK Bougainvilla Dr	2:41:47 PM	2:43:14 PM	2:44:40 PM	00:02:53
7/27/2021	4300 BLK N Ocean Dr	12:31:58 AM	12:32:43 AM	12:34:52 AM	00:02:54
7/1/2021	4200 BLK El Mar Dr	11:22:40 AM	11:24:43 AM	11:25:35 AM	00:02:55
7/4/2021	4200 BLK El Mar Dr	10:41:43 AM	10:44:59 AM	10:44:39 AM	00:02:56
7/5/2021	4300 BLK El Mar Dr	9:32:19 PM	9:33:01 PM	9:35:15 PM	00:02:56
7/4/2021	100 BLK Commercial Blvd	7:34:51 PM	7:35:14 PM	7:37:50 PM	00:02:59
7/10/2021	5100 BLK N Ocean Blvd	8:12:54 PM	8:15:51 PM	8:15:53 PM	00:02:59
7/8/2021	Commercial Blvd / E Tradewinds Ave	10:42:13 PM	10:42:56 PM	10:45:14 PM	00:03:01
7/2/2021	100 BLK Commercial Blvd	10:28:14 AM	10:29:44 AM	10:31:17 AM	00:03:03
7/12/2021	4200 BLK El Mar Dr	11:16:45 AM	11:18:29 AM	11:19:49 AM	00:03:04
7/11/2021	4400 BLK Poinciana St	11:04:22 PM	11:05:26 PM	11:07:26 PM	00:03:04
7/4/2021	5100 BLK N Ocean Blvd	4:53:38 PM	4:55:07 PM	4:56:46 PM	00:03:08
7/2/2021	1900 BLK W Terra Mar Dr	8:49:02 AM	8:49:16 AM	8:52:11 AM	00:03:09
7/10/2021	4600 BLK Poinciana St	3:07:45 AM	3:10:30 AM	3:10:55 AM	00:03:10
7/4/2021	100 BLK Commercial Blvd	3:59:55 PM	4:01:39 PM	4:03:06 PM	00:03:11
7/28/2021	4600 BLK N Ocean Dr	7:05:19 PM	7:06:47 PM	7:08:30 PM	00:03:11
7/26/2021	1500 BLK S Ocean Blvd	9:16:06 AM	9:16:15 AM	9:19:20 AM	00:03:14

7/7/2021	4400 BLK El Mar Dr	10:12:40 PM	10:16:01 PM	10:16:03 PM	00:03:23
7/10/2021	4300 BLK Bougainvilla Dr	4:22:53 PM	4:25:01 PM	4:26:16 PM	00:03:23
7/11/2021	1900 BLK E Terra Mar Dr	11:30:22 AM	11:30:35 AM	11:33:46 AM	00:03:24
7/25/2021	3900 BLK N Ocean Dr	10:34:44 PM	10:36:03 PM	10:38:12 PM	00:03:28
7/15/2021	3900 BLK N Ocean Dr	7:45:17 AM	7:48:31 AM	7:48:46 AM	00:03:29
7/29/2021	1700 BLK S Ocean Blvd	10:19:12 AM	10:21:08 AM	10:22:41 AM	00:03:29
7/20/2021	200 BLK Commercial Blvd	6:27:21 PM	6:27:42 PM	6:30:51 PM	00:03:30
7/9/2021	5100 BLK N Ocean Blvd	11:23:26 AM	11:26:57 AM	11:26:59 AM	00:03:33
7/25/2021	4600 BLK Poinciana St	6:24:14 PM	6:26:15 PM	6:27:48 PM	00:03:34
7/15/2021	5100 BLK N Ocean Blvd	7:08:48 PM	7:09:08 PM	7:12:23 PM	00:03:35
7/13/2021	200 BLK Commercial Blvd	8:06:09 PM	8:08:20 PM	8:09:46 PM	00:03:37
7/10/2021	4500 BLK Bougainvilla Dr	1:49:02 PM	1:52:35 PM	1:52:40 PM	00:03:38
7/14/2021	200 BLK Imperial Ln	5:10:24 PM	5:10:39 PM	5:14:03 PM	00:03:39
7/30/2021	100 BLK Commercial Blvd	8:24:00 PM	8:25:15 PM	8:27:39 PM	00:03:39
7/8/2021	Commercial Blvd / E Tradewinds Ave	11:28:34 PM	11:28:44 PM	11:32:14 PM	00:03:40
7/3/2021	N Ocean Dr / Commercial Blvd	11:09:54 PM	11:10:44 PM	11:13:37 PM	00:03:43
7/2/2021	5400 BLK N Ocean Blvd	4:17:19 PM	4:17:32 PM	4:21:03 PM	00:03:44
7/31/2021	3900 BLK N Ocean Blvd	2:19:56 PM	2:20:57 PM	2:23:44 PM	00:03:48
7/9/2021	1400 BLK S Ocean Dr, Fort L	11:03:53 PM	11:04:11 PM	11:07:43 PM	00:03:50
7/4/2021	1600 BLK S Ocean Blvd	11:45:03 AM	11:45:38 AM	11:48:53 AM	00:03:50
7/9/2021	1400 BLK S Ocean Blvd	12:46:08 PM	12:46:29 PM	12:49:59 PM	00:03:51
7/23/2021	100 BLK Palm Clb	2:01:57 PM	2:02:24 PM	2:05:51 PM	00:03:54
7/17/2021	4353 BLK N Ocean Dr	2:40:11 AM	2:42:12 AM	2:44:05 AM	00:03:54
7/12/2021	4300 BLK N Ocean Dr	3:42:44 AM	3:44:26 AM	3:46:39 AM	00:03:55
7/15/2021	5200 BLK N Ocean Blvd	11:00:31 AM	11:03:11 AM	11:04:27 AM	00:03:56
7/9/2021	Hibiscus Ave / N Ocean Dr	12:32:22 PM	12:34:45 PM	12:36:19 PM	00:03:57
7/4/2021	1900 BLK S Ocean Blvd	5:46:25 AM	5:49:59 AM	5:50:23 AM	00:03:58
7/25/2021	Commercial Blvd / N Ocean Dr	11:55:59 PM	11:58:19 PM	12:00:08 AM	00:04:00
7/16/2021	4600 BLK Bougainvilla Dr	9:25:56 PM	9:28:17 PM	9:29:58 PM	00:04:02
7/25/2021	4600 BLK El Mar Dr	1:08:45 PM	1:11:22 PM	1:12:48 PM	00:04:03
7/4/2021	5100 BLK N Ocean Blvd	3:30:11 AM	3:30:26 AM	3:34:23 AM	00:04:12
7/3/2021	100 BLK Commercial Blvd	8:26:43 PM	8:27:44 PM	8:30:55 PM	00:04:12
7/16/2021	N Ocean Blvd / Palm Ave	2:14:00 AM	2:14:34 AM	2:18:17 AM	00:04:17
7/15/2021	5100 BLK N Ocean Blvd	3:22:00 PM	3:22:24 PM	3:26:18 PM	00:04:18
7/19/2021	1400 BLK S Ocean Blvd	2:55:54 PM	3:00:08 PM	3:00:15 PM	00:04:21
7/26/2021	1500 BLK S Ocean Blvd	10:07:47 PM	10:09:01 PM	10:12:13 PM	00:04:26
7/21/2021	3200 BLK Fiesta Way	7:10:24 PM	7:10:29 PM	7:14:59 PM	00:04:35
7/26/2021	4200 BLK N Ocean Dr	5:16:26 PM	5:17:18 PM	5:21:11 PM	00:04:45
7/15/2021	1400 BLK S Ocean Blvd	7:21:01 AM	7:21:55 AM	7:25:57 AM	00:04:56
7/19/2021	1400 BLK S Ocean Blvd	9:38:56 AM	9:40:57 AM	9:43:52 AM	00:04:56
7/31/2021	4500 BLK El Mar Dr	12:37:58 PM	12:37:58 PM	12:42:54 PM	00:04:56
7/12/2021	200 BLK Codrington Dr	10:07:41 AM	10:07:46 AM	10:12:38 AM	00:04:57
7/5/2021	4660 BLK El Mar Dr	3:51:07 PM	3:52:45 PM	3:56:12 PM	00:05:05
7/5/2021	2000 BLK Sailfish Pl	6:18:10 PM	6:19:18 PM	6:23:16 PM	00:05:06
7/15/2021	1400 BLK S Ocean Blvd	4:31:11 AM	4:33:32 AM	4:36:35 AM	00:05:24
7/16/2021	4400 BLK N Ocean Dr	10:05:52 PM	10:08:08 PM	10:11:26 PM	00:05:34
7/22/2021	4400 BLK N Ocean Dr	4:48:48 PM	4:51:12 PM	4:54:47 PM	00:05:59
7/15/2021	200 BLK Codrington Dr	1:26:52 AM	1:29:51 AM	1:33:26 AM	00:06:34
		6 min or less = 99%		**Overall Average =**	**00:03:08**

Agenda Item No: 8.a

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Lucila Lang, Director of Budget & Finance
Submitting Department: Administration
Item Type: Report
Agenda Section: TOWN MANAGER REPORT

Subject Title: June Finance Report

Explanation: Presented is the June 2021 Financial Report which consists of the attached Revenue Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). This brings the Town to 75% of the fiscal year 2020/2021.

The following is a summary of the operating results through 6/30/21:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	$ 15,675,714.00	$ 2,567,467.00	$ 13,108,247.00	$ 12,002,524.56	**91.56%**	$ 11,709,997.25	**89.33%**	$ 292,527.31
Building Fund	$ 683,834.00	$ -	$ 683,834.00	$ 744,224.88	**108.83%**	$ 458,806.43	**67.09%**	$ 285,418.45
Sewer Fund	$ 1,230,896.00	$ 100,000.00	$ 1,130,896.00	$ 982,588.78	**86.89%**	$ 720,672.60	**63.73%**	$ 261,916.18
Fire Fund	$ 1,066,146.00	$ -	$ 1,066,146.00	$ 1,068,422.70	**100.21%**	$ 717,990.72	**67.34%**	$ 350,431.98
Capital Fund	$ 6,650,957.00	$ 4,700,957.00	$ 1,950,000.00	$ 2,599,886.78	**133.33%**	$ 1,343,841.88	**20.21%**	$ 1,256,044.90
Parking Fund	$ 2,701,525.00	$ 949,490.00	$ 1,752,035.00	$ 3,004,847.05	**171.51%**	$ 2,007,328.80	**74.30%**	$ 997,518.25
Grand Total	$ 28,009,072.00	$ 8,317,914.00	$ 19,691,158.00	$ 20,402,494.75		$ 16,958,637.68		$ 3,443,857.07

Notable items this month are as follows:

General Fund

- During June, the Town collected ad valorem revenues totaling $119,220.92. On a year-to-date basis, ad valorem revenue collections are within expectations:

Collection Rates	2017	2018	2019	2020	2021
March	92.7%	93.6%	92.8%	92.6%	92.8%
April	97.7%	97.5%	97.4%	95.9%	97.6%
May	98.8%	98.8%	99.0%	97.6%	98.8%
June	99.9%	99.7%	99.9%	98.8%	100.2%
July	101.8%	101.5%	101.4%	101.0%	

- General Fund Expenditures are within budget.

Building Fund

- Revenues for the Building Fund are within expectations
- Year-to-date payments to CAP Government for building permit activity reflect invoices through April 2021

Sewer Fund

- Sewer fund revenues and expenditures are within budget expectations.

Fire Fund

- During the month of June, the Town collected Fire Assessment fees totaling $14,881.06. On a year-to-date basis, fire assessment fees are at 100.3% which are in line with the Town's expectations.

Capital Projects Fund

- Expenditures in the capital fund are in line with the updated budget. Year-to-date expenditures for capital projects are shown in the table below:

Visitor's Center	$ 89,692.00	Complete
East Terra Mar Drive	$ 1,053,452.23	Complete
A1A LFA Pine Avenue to Terra Mar	$ 90,684.00	90.70%
Beach Renourishment	$ 1,115.00	1.50%
Palm Club Sewer	$ 7,948.50	0.03%
El Mar Drive	$ 60,963.00	81.30%

Parking Fund

- During the month of June, the Town collected $250,887.37 in parking charges, which is 27.22% more than the same time period last year. As a reminder, due to COVID-19, the parking revenues were conservatively budgeted for FY21.
- Below is a breakdown of revenue by lots. For the period of October 2020-June 2021, the Town collected a total of $1,888,607.12

	PRIOR TO COVID-19	DURING COVID-19			
	February, 2020	March, 2020	April, 2020	May, 2020	June, 2020
South Ocean	$ 18,025.33	$ 14,292.29	$ 57.97	$ 1,487.71	$ 16,195.26
Ocean Front Meters	$ 18,956.51	$ 30,648.04	$ 1,356.45	$ 4,711.30	$ 28,582.27
Commercial Blvd. Meters	$ 28,004.43	$ 9,657.09	$ 319.86	$ 1,029.61	$ 17,692.03
Parking Meters-Beach	$ 22,813.30	$ 18,434.53	$ 432.11	$ 2,011.34	$ 22,020.55
El Prado Parking Lot	$ 39,270.27	$ 30,869.93	$ 54.03	$ 1,535.49	$ 38,083.73
Town Hall Parking Lot	$ 518.31	$ 1,186.93	$ 19.95	$ 269.55	$ 2,750.95
El Mar Parking Lot	$ 21,891.01	$ 14,281.21	$ 152.32	$ 2,259.10	$ 16,720.83
A1A Parking Lot	$ 41,082.32	$ 32,234.64	$ 628.71	$ 4,733.55	$ 39,048.85
Bougainvilla/Poinciana	$ 13,102.93	$ 10,709.05	$ 750.07	$ 1,728.95	$ 9,057.32
Eastward Strand Parking Spaces	$ 5,820.31	$ 4,892.61	$ 21.88	$ 40.22	$ 7,055.66
	$ 209,484.72	**$ 167,206.32**	**$ 3,793.35**	**$ 19,806.82**	**$ 197,207.45**

	DURING COVID-19											
	February, 2021	% (+/-)	March, 2021		April, 2021		May, 2021		June, 2021			
South Ocean	$ 15,111.68	-16.16%	$ 29,293.14	104.96%	$ 23,369.38	40212.89%	$ 20,329.82	1266.52%	$ 22,719.60	40.29%		
Ocean Front Meters	$ 24,357.35	28.49%	$ 33,099.27	8.00%	$ 29,497.35	2074.60%	$ 25,391.85	438.96%	$ 35,277.03	23.42%		
Commercial Blvd. Meters	$ 10,277.05	-63.30%	$ 13,998.83	44.96%	$ 12,572.08	3830.49%	$ 11,261.39	993.75%	$ 13,515.16	-23.61%		
Parking Meters-Beach	$ 21,118.24	-7.43%	$ 29,309.53	58.99%	$ 24,497.93	5569.37%	$ 21,694.63	978.62%	$ 25,273.92	14.77%		
El Prado Parking Lot	$ 37,708.29	-3.98%	$ 63,046.40	104.23%	$ 51,693.88	95576.25%	$ 44,935.53	2826.46%	$ 52,025.17	36.61%		
Town Hall Parking Lot	$ 2,154.71	315.72%	$ 2,922.13	146.19%	$ 2,929.17	14582.56%	$ 4,486.05	1564.27%	$ 1,968.12	-28.46%		
El Mar Parking Lot	$ 19,036.72	-13.04%	$ 26,031.83	82.28%	$ 21,000.34	13686.99%	$ 19,537.49	764.84%	$ 25,368.90	51.72%		
A1A Parking Lot	$ 36,328.20	-11.57%	$ 60,390.88	87.35%	$ 51,808.15	8140.39%	$ 48,140.02	917.00%	$ 56,066.65	43.58%		
Bougainvilla/Poinciana	$ 12,761.19	-2.61%	$ 20,419.32	90.67%	$ 18,231.69	2330.67%	$ 17,394.30	906.06%	$ 18,672.82	106.16%		
Eastward Strand Parking Spaces	$ 3,205.22	-44.93%	$ -	-100.00%	$ -	-100.00%	$ -	-100.00%	$ -	-100.00%		
	$ 182,058.65		**$ 278,511.33**		**$ 235,599.97**		**$ 213,171.08**		**$ 250,887.37**			
Change from last fiscal year:	$ (27,426.07)		$ 111,305.01		$ 231,806.62		$ 193,364.26		$ 53,679.92			

- The top producing lots for the month of June 2021 were:
  - A1A Parking Lot
  - El Prado Parking Lot
  - Ocean Front Meters

Attachments: Ex.1 – Revenue/Expenditure Report
Ex.2 – Cash & Investment Report

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	0.00	2,567,467.00	0.00	0.00	0.00	2,567,467.00	0.0
Appropriated Fund Balance	0.00	2,567,467.00	0.00	0.00	0.00	2,567,467.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	9,009,684.00	9,009,684.00	9,025,288.95	119,220.92	0.00	-15,604.95	100.2
Ad Valorem Property Taxes	9,009,684.00	9,009,684.00	9,025,288.95	119,220.92	0.00	-15,604.95	100.2
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	830,000.00	830,000.00	563,571.47	74,310.18	0.00	266,428.53	67.9
311.440 Gas Utility Tax	16,500.00	16,500.00	11,656.85	5,101.26	0.00	4,843.15	70.6
314.300 Water Utility Tax	165,000.00	165,000.00	104,732.36	25,924.95	0.00	60,267.64	63.5
Utility Taxes	1,011,500.00	1,011,500.00	679,960.68	105,336.39	0.00	331,539.32	67.2
Dept: 301.600 Franchise Taxes							
313.100 Fl Power & Light Franchise	600,000.00	600,000.00	378,202.53	46,039.27	0.00	221,797.47	63.0
313.300 Waste Franchise Collection	110,000.00	110,000.00	97,680.89	27,216.50	0.00	12,319.11	88.8
313.301 Waste Franchise Adm-Fee	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
313.400 Gas Franchise	10,000.00	10,000.00	10,531.58	1,651.42	0.00	-531.58	105.3
313.600 Towing Franchise Fees	600.00	600.00	480.00	250.00	0.00	120.00	80.0
Franchise Taxes	729,600.00	729,600.00	486,895.00	75,157.19	0.00	242,705.00	66.7
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	75,000.00	75,000.00	76,228.81	1,218.87	0.00	-1,228.81	101.6
321.110 Sidewalk Cafe ROW	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
322.400 Sign Permits	1,325.00	1,325.00	50.00	0.00	0.00	1,275.00	3.8
Licenses & Permits	111,325.00	111,325.00	76,278.81	1,218.87	0.00	35,046.19	68.5
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	150,000.00	150,000.00	108,331.27	12,036.80	0.00	41,668.73	72.2
311.150 Alcoholic Beverage License	15,000.00	15,000.00	10,699.51	0.00	0.00	4,300.49	71.3
311.180 Sales Tax	390,000.00	390,000.00	246,385.97	0.00	0.00	143,614.03	63.2
312.405 Local Op Gas Tax 1 - 6 cent	60,000.00	60,000.00	38,207.39	5,530.35	0.00	21,792.61	63.7
312.410 Local Op Gas Tax 1 - 5 cent	46,630.00	46,630.00	26,793.82	3,905.50	0.00	19,836.18	57.5
315.100 Communication Service Tax	320,000.00	320,000.00	239,510.73	65,524.64	0.00	80,489.27	74.8
334.910 BCC-Senior Center Grant	19,233.00	19,233.00	0.00	0.00	0.00	19,233.00	0.0
334.914 BCC-Transporation Grant	150,000.00	150,000.00	43,548.12	0.00	0.00	106,451.88	29.0
334.915 FDOT-Reimbursable Grant	18,064.00	18,064.00	18,606.20	18,606.20	0.00	-542.20	103.0
334.930 Emergency Supplemental Funding	0.00	0.00	412,464.77	0.00	0.00	-412,464.77	0.0
Intergovernmental Revenues	1,168,927.00	1,168,927.00	1,144,547.78	105,603.49	0.00	24,379.22	97.9
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	0.0
347.500 Tennis - Shuffle Key	9,200.00	9,200.00	8,920.00	350.00	0.00	280.00	97.0
Charges for Services	10,850.00	10,850.00	8,920.00	350.00	0.00	1,930.00	82.2
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	30,000.00	30,000.00	4,907.65	834.80	0.00	25,092.35	16.4
354.160 Code Enforcement Fines	40,000.00	40,000.00	13,232.30	0.00	0.00	26,767.70	33.1
359.100 Other Fines & Alarms	1,500.00	1,500.00	2,700.00	1,000.00	0.00	-1,200.00	180.0
Fines & Forfeitures	71,500.00	71,500.00	20,839.95	1,834.80	0.00	50,660.05	29.1
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	35,800.00	35,800.00	3,503.83	160.22	0.00	32,296.17	9.8
362.000 Rent/Lease Royalties	69,820.00	69,820.00	57,084.86	6,321.69	0.00	12,735.14	81.8
366.100 Donations	5,000.00	5,000.00	4,850.00	4,850.00	0.00	150.00	97.0
369.100 Miscellaneous Revenues	36,308.00	36,308.00	49,989.20	4,789.04	0.00	-13,681.20	137.7
369.200 Miscellaneous Applications	18,975.00	18,975.00	9,888.00	300.00	0.00	9,087.00	52.1
369.201 Miscellaneous MerchandiseSales	300.00	300.00	94.00	0.00	0.00	206.00	31.3
369.250 Recreational Activities Fee	1,250.00	1,250.00	70.00	5.00	0.00	1,180.00	5.6
369.500 Miscellaneous Lobbyist	600.00	600.00	100.00	0.00	0.00	500.00	16.7

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.901 Insurance Reimbursement	3,281.00	3,281.00	16,950.00	500.00	0.00	-13,669.00	516.6
Miscellaneous Revenues	171,334.00	171,334.00	142,529.89	16,925.95	0.00	28,804.11	83.2
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	16,500.00	5,500.00	0.00	5,500.00	75.0
381.106 Transfer from Parking Fund	801,527.00	801,527.00	400,763.50	0.00	0.00	400,763.50	50.0
Interfund Transfers	823,527.00	823,527.00	417,263.50	5,500.00	0.00	406,263.50	50.7
Revenues	13,108,247.00	15,675,714.00	12,002,524.56	431,147.61	0.00	3,673,189.44	76.6
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	66,000.00	66,000.00	45,609.75	5,012.06	0.00	20,390.25	69.1
500.210 Employer FICA Taxes	5,000.00	5,000.00	2,937.48	322.68	0.00	2,062.52	58.7
500.220 Retirement	32,500.00	32,500.00	20,951.85	2,464.92	0.00	11,548.15	64.5
500.230 Group Insurance	64,200.00	64,200.00	50,940.85	4,820.81	0.00	13,259.15	79.3
500.345 Contractual Services	4,500.00	4,500.00	3,672.95	588.55	0.00	827.05	81.6
500.510 Office Supplies	175.00	175.00	0.00	0.00	0.00	175.00	0.0
500.540 Dues & Subscriptions	1,725.00	1,725.00	1,154.30	666.20	0.00	570.70	66.9
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	9,500.00	9,500.00	2,171.30	0.00	0.00	7,328.70	22.9
Commission	185,600.00	185,600.00	127,438.48	13,875.22	0.00	58,161.52	68.7
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	53,259.00	53,259.00	53,259.00	0.00	0.00	0.00	100.0
Donation-Non Profits	53,259.00	53,259.00	53,259.00	0.00	0.00	0.00	100.0
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	12,800.00	12,800.00	10,104.25	1,022.48	0.00	2,695.75	78.9
500.140 Overtime Salaries	1,500.00	1,500.00	172.48	20.01	0.00	1,327.52	11.5
500.210 Employer FICA Taxes	1,000.00	1,000.00	903.45	78.22	0.00	96.55	90.3
500.220 Retirement	1,300.00	1,300.00	1,010.43	102.25	0.00	289.57	77.7
500.230 Group Insurance	3,900.00	3,900.00	2,538.87	240.43	0.00	1,361.13	65.1
500.340 Sewer/Wastewater	2,700.00	2,700.00	2,270.20	252.97	0.00	429.80	84.1
500.345 Contractual Services	29,900.00	29,900.00	26,900.00	0.00	0.00	3,000.00	90.0
500.430 Electric Service	1,600.00	1,600.00	773.56	100.56	0.00	826.44	48.3
500.431 Water Service	2,800.00	2,800.00	3,580.45	1,598.68	0.00	-780.45	127.9
500.520 Bldg. Maintenance	10,000.00	10,000.00	5,030.30	0.00	0.00	4,969.70	50.3
500.550 Operating Expenses	0.00	30,000.00	21,735.25	17,750.94	0.00	8,264.75	72.5
500.640 Capital Outlay - Equipt & Mach	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
Visitor Center	73,500.00	103,500.00	75,019.24	21,166.54	0.00	28,480.76	72.5
Dept: 513.000 Administration							
500.120 Regular Salaries	663,400.00	669,594.00	528,624.06	49,292.79	0.00	140,969.94	78.9
500.140 Overtime Salaries	2,500.00	2,500.00	471.43	0.00	0.00	2,028.57	18.9
500.210 Employer FICA Taxes	49,300.00	49,774.00	37,381.63	3,690.38	0.00	12,392.37	75.1
500.220 Retirement	99,000.00	100,300.00	59,569.12	7,014.07	0.00	40,730.88	59.4
500.230 Group Insurance	136,846.00	136,846.00	100,481.39	2,694.04	0.00	36,364.61	73.4
500.315 Professional Services	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.320 Audit Expense	34,350.00	34,350.00	31,000.00	0.00	0.00	3,350.00	90.2
500.344 HR Expenses	9,000.00	9,000.00	2,007.84	0.00	0.00	6,992.16	22.3
500.345 Contractual Services	20,000.00	20,000.00	24,181.73	3,384.43	0.00	-4,181.73	120.9
500.463 Service Maintenance Contracts	43,900.00	43,900.00	31,284.13	781.54	0.00	12,615.87	71.3
500.506 Printing & Binding	3,400.00	3,400.00	2,701.00	2,071.00	0.00	699.00	79.4
500.508 Postage	4,500.00	4,500.00	3,820.98	248.76	0.00	679.02	84.9
500.510 Office Supplies	7,500.00	7,500.00	3,035.84	150.79	0.00	4,464.16	40.5
500.540 Dues & Subscriptions	8,000.00	8,000.00	3,972.45	200.00	0.00	4,027.55	49.7
500.545 Training	10,000.00	10,000.00	3,396.00	1,092.00	0.00	6,604.00	34.0
500.550 Operating Expenses	15,045.00	15,045.00	15,411.61	2,930.45	0.00	-366.61	102.4

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Administration	1,156,741.00	1,164,709.00	847,339.21	73,550.25	0.00	317,369.79	72.8
Dept: 514.000 Town Attorney							
500.310 Legal Expense	300,000.00	300,000.00	207,013.98	24,741.13	0.00	92,986.02	69.0
500.314 Litigation	100,000.00	100,000.00	2,208.25	0.00	0.00	97,791.75	2.2
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	4,296.20	113.00	0.00	3,703.80	53.7
Town Attorney	408,000.00	408,000.00	213,518.43	24,854.13	0.00	194,481.57	52.3
Dept: 519.000 General							
500.120 Regular Salaries	80,000.00	80,000.00	56,000.13	6,153.86	0.00	23,999.87	70.0
500.210 Employer FICA Taxes	6,200.00	6,200.00	4,321.41	475.26	0.00	1,878.59	69.7
500.220 Retirement	8,000.00	8,000.00	5,230.81	615.39	0.00	2,769.19	65.4
500.230 Group Insurance	15,260.00	15,260.00	10,637.71	1,015.30	0.00	4,622.29	69.7
500.311 Advertisements	7,000.00	7,000.00	3,778.05	0.00	0.00	3,221.95	54.0
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	5,130.20	0.00	0.00	-130.20	102.6
500.315 Professional Services	50,000.00	50,000.00	22,500.00	2,500.00	0.00	27,500.00	45.0
500.345 Contractual Services	31,000.00	31,000.00	16,909.00	4,160.72	0.00	14,091.00	54.5
500.349 Community Bus	190,000.00	190,000.00	74,497.38	9,827.48	0.00	115,502.62	39.2
500.451 Auto, Property & Liability Ins	135,000.00	135,000.00	121,266.15	0.00	0.00	13,733.85	89.8
500.452 Workers Compensation Insur	50,000.00	50,000.00	39,732.00	10,508.00	0.00	10,268.00	79.5
500.497 Contingency	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.506 Printing & Binding	14,500.00	14,500.00	8,353.00	325.00	0.00	6,147.00	57.6
500.508 Postage	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.511 Computer Expense	112,000.00	112,000.00	68,117.81	5,281.72	0.00	43,882.19	60.8
500.525 Uniform Expense	200.00	200.00	40.00	0.00	0.00	160.00	20.0
500.540 Dues & Subscriptions	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.545 Training	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.550 Operating Expenses	40,000.00	40,000.00	18,490.72	27.74	0.00	21,509.28	46.2
500.552 Recycling and Solid Waste Exp	58,600.00	83,600.00	32,671.72	2,434.63	0.00	50,928.28	39.1
500.640 Capital Outlay - Equipt & Mach	53,700.00	53,700.00	0.00	0.00	0.00	53,700.00	0.0
General	862,960.00	987,960.00	487,676.09	43,325.10	0.00	500,283.91	49.4
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	80,000.00	80,000.00	23,633.10	0.00	0.00	56,366.90	29.5
500.315 Professional Services	50,000.00	50,000.00	32,825.88	5,688.15	0.00	17,174.12	65.7
500.345 Contractual Services	18,058.00	18,058.00	10,452.94	0.00	0.00	7,605.06	57.9
500.495 Special Events	15,000.00	15,000.00	1,160.82	0.00	0.00	13,839.18	7.7
500.506 Printing & Binding	19,121.00	19,121.00	4,856.00	450.00	0.00	14,265.00	25.4
500.540 Dues & Subscriptions	2,286.00	2,286.00	625.50	0.00	0.00	1,660.50	27.4
500.550 Operating Expenses	1,000.00	1,000.00	81.23	0.00	0.00	918.77	8.1
Business Dev & Marketing	185,465.00	185,465.00	73,635.47	6,138.15	0.00	111,829.53	39.7
Dept: 521.000 Police Department							
500.345 Contractual Services	5,120,721.00	5,120,721.00	3,930,735.56	414,596.83	0.00	1,189,985.44	76.8
500.352 Contract Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.520 Bldg. Maintenance	1,500.00	1,500.00	1,495.00	0.00	0.00	5.00	99.7
500.550 Operating Expenses	5,000.00	5,000.00	1,994.00	0.00	0.00	3,006.00	39.9
500.640 Capital Outlay - Equipt & Mach	36,676.00	36,676.00	2,000.00	2,000.00	0.00	34,676.00	5.5
Police Department	5,168,897.00	5,168,897.00	3,936,224.56	416,596.83	0.00	1,232,672.44	76.2
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	848,251.00	848,251.00	636,188.22	70,687.58	0.00	212,062.78	75.0
Emergency Medical Services	848,251.00	848,251.00	636,188.22	70,687.58	0.00	212,062.78	75.0
Dept: 524.000 Development Services							
500.120 Regular Salaries	263,000.00	263,000.00	155,377.35	14,152.42	0.00	107,622.65	59.1
500.121 Temporary Salaries/ Interns	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.140 Overtime Salaries	5,000.00	5,000.00	200.68	31.73	0.00	4,799.32	4.0
500.210 Employer FICA Taxes	20,200.00	20,200.00	11,487.36	1,010.28	0.00	8,712.64	56.9
500.220 Retirement	56,824.00	56,824.00	34,566.22	3,501.70	0.00	22,257.78	60.8
500.230 Group Insurance	54,210.00	54,210.00	41,236.78	5,584.09	0.00	12,973.22	76.1

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.315 Professional Services	152,000.00	152,000.00	31,051.97	4,728.00	11,665.50	109,282.53	28.1
500.345 Contractual Services	301,600.00	301,600.00	209,937.75	28,533.95	0.00	91,662.25	69.6
500.461 Vehicle Maintenance	250.00	250.00	64.95	64.95	0.00	185.05	26.0
500.462 Fuel	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.463 Service Maintenance Contracts	5,200.00	5,200.00	1,361.49	155.34	0.00	3,838.51	26.2
500.506 Printing & Binding	1,300.00	1,300.00	585.32	165.00	0.00	714.68	45.0
500.508 Postage	5,000.00	5,000.00	1,719.34	21.75	0.00	3,280.66	34.4
500.510 Office Supplies	2,500.00	2,500.00	96.48	0.00	0.00	2,403.52	3.9
500.525 Uniform Expense	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	4,000.00	4,000.00	641.31	373.00	0.00	3,358.69	16.0
500.545 Training	7,000.00	7,000.00	419.00	0.00	0.00	6,581.00	6.0
500.550 Operating Expenses	9,000.00	9,000.00	8,575.50	599.68	0.00	424.50	95.3
500.630 Cap Outlay Imp other than bldg	0.00	0.00	4,200.00	0.00	0.00	-4,200.00	0.0
Development Services	895,684.00	895,684.00	501,521.50	58,921.89	11,665.50	382,497.00	57.3
Dept: 541.100 Mun Srvcs - Public Works Div							
500.120 Regular Salaries	850,000.00	852,529.00	591,952.59	65,127.26	0.00	260,576.41	69.4
500.140 Overtime Salaries	50,000.00	50,000.00	16,081.51	1,921.39	0.00	33,918.49	32.2
500.210 Employer FICA Taxes	64,750.00	64,943.00	45,515.26	5,035.16	0.00	19,427.74	70.1
500.220 Retirement	99,900.00	100,210.00	71,473.99	8,577.64	0.00	28,736.01	71.3
500.230 Group Insurance	265,162.00	265,162.00	176,012.30	16,932.20	0.00	89,149.70	66.4
500.315 Professional Services	40,000.00	40,000.00	17,514.03	3,799.23	0.00	22,485.97	43.8
500.340 Sewer/Wastewater	13,600.00	13,600.00	7,982.86	764.72	0.00	5,617.14	58.7
500.345 Contractual Services	226,878.00	226,878.00	141,652.94	8,353.20	0.00	85,225.06	62.4
500.410 Communications	41,000.00	41,000.00	40,084.28	4,226.05	0.00	915.72	97.8
500.430 Electric Service	42,000.00	42,000.00	28,334.52	3,955.79	0.00	13,665.48	67.5
500.431 Water Service	120,000.00	120,000.00	124,012.07	15,437.27	0.00	-4,012.07	103.3
500.433 Electic Service-Streets	55,000.00	55,000.00	40,221.31	4,521.08	0.00	14,778.69	73.1
500.445 Equip Rent/Lease	15,000.00	15,000.00	15,823.30	100.00	0.00	-823.30	105.5
500.460 Equipment Maintenance	20,000.00	20,000.00	23,106.02	4,226.62	0.00	-3,106.02	115.5
500.461 Vehicle Maintenance	14,000.00	14,000.00	10,806.44	297.21	0.00	3,193.56	77.2
500.462 Fuel	19,000.00	19,000.00	15,178.51	3,833.87	0.00	3,821.49	79.9
500.463 Service Maintenance Contracts	12,800.00	12,800.00	8,658.75	883.77	0.00	4,141.25	67.6
500.470 Radio Maintenance	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
500.498 Storm Drain Rehab/Maint	80,000.00	80,000.00	30,950.00	7,225.00	0.00	49,050.00	38.7
500.508 Postage	400.00	400.00	142.16	0.00	0.00	257.84	35.5
500.510 Office Supplies	2,000.00	2,000.00	590.92	0.00	0.00	1,409.08	29.5
500.520 Bldg. Maintenance	65,000.00	65,000.00	42,860.76	5,901.39	0.00	22,139.24	65.9
500.525 Uniform Expense	8,500.00	8,500.00	11,266.52	2,107.09	0.00	-2,766.52	132.5
500.529 Street Light Maintenance	18,065.00	18,065.00	15,383.19	0.00	0.00	2,681.81	85.2
500.530 Street Maint Repair Supply	90,000.00	90,000.00	47,036.49	4,200.39	0.00	42,963.51	52.3
500.531 Grounds Maint/Landscaping	40,000.00	40,000.00	27,921.11	3,617.38	0.00	12,078.89	69.8
500.532 Signs	15,000.00	15,000.00	9,387.80	1,598.00	0.00	5,612.20	62.6
500.534 Sidewalk Maint Repair	25,000.00	25,000.00	13,369.29	0.00	7,548.75	4,081.96	83.7
500.535 Flags	1,500.00	1,500.00	3,511.09	2,903.14	0.00	-2,011.09	234.1
500.540 Dues & Subscriptions	1,500.00	1,500.00	1,660.00	570.00	0.00	-160.00	110.7
500.545 Training	6,800.00	6,800.00	3,649.38	3,234.38	0.00	3,150.62	53.7
500.547 Hurricane Expenditure	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.550 Operating Expenses	65,000.00	65,000.00	64,711.77	9,811.40	0.00	288.23	99.6
500.624 Capital Outlay-Bldg. Improvemt	159,500.00	159,500.00	72,700.43	12,719.93	30,192.70	56,606.87	64.5
500.640 Capital Outlay - Equipt & Mach	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	0.0
500.644 Capital Outlay-Vehicles	43,710.00	43,710.00	17,796.91	1,966.27	0.00	25,913.09	40.7
Mun Srvcs - Public Works Div	2,619,290.00	2,622,322.00	1,737,348.50	203,846.83	37,741.45	847,232.05	67.7
Dept: 572.000 Recreation							
500.311 Advertisements	1,650.00	1,650.00	393.07	0.00	0.00	1,256.93	23.8
500.342 Senior Rec. Ctr. Contract	90,000.00	90,000.00	58,969.97	7,103.33	0.00	31,030.03	65.5
500.343 Beach Maintenance Contract	264,000.00	264,000.00	185,658.50	20,500.00	0.00	78,341.50	70.3
500.345 Contractual Services	26,500.00	26,500.00	26,500.00	0.00	0.00	0.00	100.0
500.347 Programs	8,500.00	8,500.00	1,350.00	0.00	0.00	7,150.00	15.9
500.430 Electric Service	800.00	800.00	379.83	42.91	0.00	420.17	47.5

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.460 Equipment Maintenance	8,000.00	8,000.00	11,759.84	350.00	0.00	-3,759.84	147.0
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	70,000.00	70,000.00	12,095.70	6,950.41	0.00	57,904.30	17.3
500.510 Office Supplies	650.00	650.00	0.00	0.00	0.00	650.00	0.0
500.520 Bldg. Maintenance	45,000.00	45,000.00	26,830.46	202.06	0.00	18,169.54	59.6
500.536 Sea Oats	12,000.00	12,000.00	1,469.20	0.00	0.00	10,530.80	12.2
500.550 Operating Expenses	82,000.00	82,000.00	70,581.98	6,381.23	0.00	11,418.02	86.1
500.640 Capital Outlay - Equipt & Mach	32,500.00	32,500.00	25,350.00	0.00	0.00	7,150.00	78.0
Recreation	650,600.00	650,600.00	421,338.55	41,529.94	0.00	229,261.45	64.8
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	0.00	2,401,467.00	1,650,000.00	0.00	0.00	751,467.00	68.7
500.915 Transfer to Parking Fund	0.00	0.00	949,490.00	0.00	0.00	-949,490.00	0.0
Interfund Transfers	0.00	2,401,467.00	2,599,490.00	0.00	0.00	-198,023.00	108.2
Expenditures	13,108,247.00	15,675,714.00	11,709,997.25	974,492.46	49,406.95	3,916,309.80	75.0
Net Effect for General Fund	0.00	0.00	292,527.31	-543,344.85	49,406.95	-243,120.36	0.0
Change in Fund Balance:			292,527.31				

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	0.00	0.00	626.40	0.00	0.00	-626.40	0.0
Miscellaneous Revenues	0.00	0.00	626.40	0.00	0.00	-626.40	0.0
Revenues	0.00	0.00	626.40	0.00	0.00	-626.40	0.0
Net Effect for Special Revenue-Police Conf	0.00	0.00	626.40	0.00	0.00	-626.40	0.0
Change in Fund Balance:			626.40				

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 102 - Building Fund							
Revenues							
Dept: 302.100 Building Permit and Inpection							
322.100 Building Permits	673,834.00	673,834.00	733,112.05	70,604.56	0.00	-59,278.05	108.8
322.105 Fire Plan Review Fees	10,000.00	10,000.00	11,112.83	1,440.00	0.00	-1,112.83	111.1
Building Permit and Inpection	683,834.00	683,834.00	744,224.88	72,044.56	0.00	-60,390.88	108.8
Revenues	683,834.00	683,834.00	744,224.88	72,044.56	0.00	-60,390.88	108.8
Expenditures							
Dept: 524.100 Building							
500.120 Regular Salaries	73,650.00	73,650.00	41,845.40	3,625.37	0.00	31,804.60	56.8
500.210 Employer FICA Taxes	5,700.00	5,700.00	3,449.75	379.29	0.00	2,250.25	60.5
500.220 Retirement	13,000.00	13,000.00	5,920.77	425.44	0.00	7,079.23	45.5
500.230 Group Insurance	17,154.00	17,154.00	10,595.61	1,388.00	0.00	6,558.39	61.8
500.310 Legal Expense	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.402 Building Permit Services	569,330.00	569,330.00	396,568.11	0.00	0.00	172,761.89	69.7
500.550 Operating Expenses	0.00	0.00	426.79	0.00	0.00	-426.79	0.0
Building	683,834.00	683,834.00	458,806.43	5,818.10	0.00	225,027.57	67.1
Expenditures	683,834.00	683,834.00	458,806.43	5,818.10	0.00	225,027.57	67.1
Net Effect for Building Fund	0.00	0.00	285,418.45	66,226.46	0.00	-285,418.45	0.0
Change in Fund Balance:			285,418.45				

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Appropriated Fund Balance	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,128,896.00	1,128,896.00	982,442.61	116,685.15	0.00	146,453.39	87.0
Charges for Services	1,128,896.00	1,128,896.00	982,442.61	116,685.15	0.00	146,453.39	87.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	146.17	16.30	0.00	1,853.83	7.3
Miscellaneous Revenues	2,000.00	2,000.00	146.17	16.30	0.00	1,853.83	7.3
Revenues	1,130,896.00	1,230,896.00	982,588.78	116,701.45	0.00	248,307.22	79.8
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	78,000.00	78,000.00	55,333.92	5,768.69	0.00	22,666.08	70.9
500.140 Overtime Salaries	5,250.00	5,250.00	3,606.65	482.68	0.00	1,643.35	68.7
500.210 Employer FICA Taxes	6,200.00	6,200.00	4,494.92	476.70	0.00	1,705.08	72.5
500.220 Retirement	15,500.00	15,500.00	9,134.34	931.69	0.00	6,365.66	58.9
500.230 Group Insurance	11,178.00	11,178.00	7,459.15	-283.84	0.00	3,718.85	66.7
500.315 Professional Services	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	0.0
500.340 Sewer/Wastewater	680,340.00	680,340.00	608,049.81	60,025.73	0.00	72,290.19	89.4
500.345 Contractual Services	88,000.00	88,000.00	13,034.70	1,448.30	0.00	74,965.30	14.8
500.430 Electric Service	18,000.00	18,000.00	15,386.71	1,482.34	0.00	2,613.29	85.5
500.431 Water Service	360.00	360.00	190.41	25.39	0.00	169.59	52.9
500.459 Sewer Line Maintenance	17,500.00	117,500.00	1,075.00	0.00	0.00	116,425.00	0.9
500.465 Pump Station Maintenance	3,000.00	3,000.00	376.94	0.00	0.00	2,623.06	12.6
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.550 Operating Expenses	2,250.00	2,250.00	2,530.05	0.00	0.00	-280.05	112.4
500.630 Cap Outlay Imp other than bldg	71,993.00	71,993.00	0.00	0.00	24,792.00	47,201.00	34.4
500.640 Capital Outlay - Equipt & Mach	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	0.0
Sanitary Sewers	1,130,896.00	1,230,896.00	720,672.60	70,357.68	24,792.00	485,431.40	60.6
Expenditures	1,130,896.00	1,230,896.00	720,672.60	70,357.68	24,792.00	485,431.40	60.6
Net Effect for Sewer Fund	0.00	0.00	261,916.18	46,343.77	24,792.00	-237,124.18	0.0
Change in Fund Balance:			261,916.18				

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,031,646.00	1,031,646.00	1,034,959.11	14,881.06	0.00	-3,313.11	100.3
Fire Assessment	1,031,646.00	1,031,646.00	1,034,959.11	14,881.06	0.00	-3,313.11	100.3
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,000.00	33,000.00	33,299.74	309.00	0.00	-299.74	100.9
Charges for Services	33,000.00	33,000.00	33,299.74	309.00	0.00	-299.74	100.9
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,500.00	1,500.00	163.85	20.23	0.00	1,336.15	10.9
Miscellaneous Revenues	1,500.00	1,500.00	163.85	20.23	0.00	1,336.15	10.9
Revenues	1,066,146.00	1,066,146.00	1,068,422.70	15,210.29	0.00	-2,276.70	100.2
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services	69,500.00	69,500.00	18,828.50	11,573.00	0.00	50,671.50	27.1
500.320 Audit Expense	8,000.00	8,000.00	8,000.00	3,000.00	0.00	0.00	100.0
500.345 Contractual Services	888,619.00	888,619.00	666,464.22	74,051.58	0.00	222,154.78	75.0
500.520 Bldg. Maintenance	250.00	250.00	2,523.00	695.00	0.00	-2,273.00	1009.2
500.624 Capital Outlay-Bldg. Improvemt	21,777.00	21,777.00	5,675.00	0.00	0.00	16,102.00	26.1
500.644 Capital Outlay-Vehicles	50,000.00	50,000.00	0.00	0.00	18,603.08	31,396.92	37.2
500.912 Transfer to General Fund	22,000.00	22,000.00	16,500.00	5,500.00	0.00	5,500.00	75.0
Fire Department	1,066,146.00	1,066,146.00	717,990.72	94,819.58	18,603.08	329,552.20	69.1
Expenditures	1,066,146.00	1,066,146.00	717,990.72	94,819.58	18,603.08	329,552.20	69.1
Net Effect for Fire Fund	0.00	0.00	350,431.98	-79,609.29	18,603.08	-331,828.90	0.0
Change in Fund Balance:			350,431.98				

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	3,000,000.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00	0.0
380.204 Appropriated from El Mar Reser	672,997.00	0.00	0.00	0.00	0.00	0.00	0.0
380.207 Appropriated from General Fund	0.00	751,467.00	0.00	0.00	0.00	751,467.00	0.0
380.210 Appropriated from Parking Fund	3,697,960.00	949,490.00	949,490.00	0.00	0.00	0.00	100.0
Appropriated Fund Balance	7,370,957.00	4,700,957.00	949,490.00	0.00	0.00	3,751,467.00	20.2
Dept: 303.000 Intergovernmental Revenues							
334.928 Broward County-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Intergovernmental Revenues	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	0.00	0.00	396.78	51.37	0.00	-396.78	0.0
361.104 Pompano Beach-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Miscellaneous Revenues	150,000.00	150,000.00	396.78	51.37	0.00	149,603.22	0.3
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	0.00	1,650,000.00	1,650,000.00	0.00	0.00	0.00	100.0
Interfund Transfers	0.00	1,650,000.00	1,650,000.00	0.00	0.00	0.00	100.0
Revenues	7,670,957.00	6,650,957.00	2,599,886.78	51.37	0.00	4,051,070.22	39.1
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	29,720.00	29,720.00	20,948.54	2,106.66	0.00	8,771.46	70.5
500.210 Employer FICA Taxes	2,300.00	2,300.00	1,602.56	161.16	0.00	697.44	69.7
500.220 Retirement	8,200.00	8,200.00	8,697.64	908.78	0.00	-497.64	106.1
500.230 Group Insurance	5,737.00	5,737.00	3,682.80	-559.12	0.00	2,054.20	64.2
500.999 Contribution to Fund Balance	0.00	1,650,000.00	0.00	0.00	0.00	1,650,000.00	0.0
General	45,957.00	1,695,957.00	34,931.54	2,617.48	0.00	1,661,025.46	2.1
Dept: 519.155 A1A Hibiscus Crosswalk							
500.630 Cap Outlay Imp other than bldg	0.00	50,000.00	3,406.25	3,406.25	0.00	46,593.75	6.8
A1A Hibiscus Crosswalk	0.00	50,000.00	3,406.25	3,406.25	0.00	46,593.75	6.8
Dept: 519.162 Town Hall Complex							
500.624 Capital Outlay-Bldg. Improvemt	0.00	125,000.00	0.00	0.00	56,815.95	68,184.05	45.5
Town Hall Complex	0.00	125,000.00	0.00	0.00	56,815.95	68,184.05	45.5
Dept: 539.157 CIP-VISITOR'S CENTER							
500.624 Capital Outlay-Bldg. Improvemt	75,000.00	95,000.00	89,692.00	0.00	0.00	5,308.00	94.4
CIP-VISITOR'S CENTER	75,000.00	95,000.00	89,692.00	0.00	0.00	5,308.00	94.4
Dept: 559.023 Dredging Study							
500.630 Cap Outlay Imp other than bldg	0.00	0.00	1,441.25	0.00	0.00	-1,441.25	0.0
Dredging Study	0.00	0.00	1,441.25	0.00	0.00	-1,441.25	0.0
Dept: 559.024 East Terra Mar Drive							
500.630 Cap Outlay Imp other than bldg	1,150,000.00	1,150,000.00	1,053,600.34	147.81	0.00	96,399.66	91.6
East Terra Mar Drive	1,150,000.00	1,150,000.00	1,053,600.34	147.81	0.00	96,399.66	91.6
Dept: 559.025 Bel Air -Seawall Repair- East							
500.630 Cap Outlay Imp other than bldg	0.00	225,000.00	0.00	0.00	0.00	225,000.00	0.0
Bel Air -Seawall Repair- East	0.00	225,000.00	0.00	0.00	0.00	225,000.00	0.0
Dept: 559.026 Canal Dredging							
500.630 Cap Outlay Imp other than bldg	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Canal Dredging	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Expenditures							
Dept: 572.107 A1A LFA Pine Ave to Terra Mar							
500.630 Cap Outlay Imp other than bldg	0.00	100,000.00	90,684.00	90,684.00	0.00	9,316.00	90.7
A1A LFA Pine Ave to Terra Mar	0.00	100,000.00	90,684.00	90,684.00	0.00	9,316.00	90.7
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	1,115.00	0.00	0.00	73,885.00	1.5
Beach Renourishment	75,000.00	75,000.00	1,115.00	0.00	0.00	73,885.00	1.5
Dept: 575.201 Pedestrian Amenities							
500.630 Cap Outlay Imp other than bldg	0.00	75,000.00	0.00	0.00	0.00	75,000.00	0.0
Pedestrian Amenities	0.00	75,000.00	0.00	0.00	0.00	75,000.00	0.0
Dept: 576.129 Palm Club Sewer							
500.630 Cap Outlay Imp other than bldg	2,550,000.00	2,550,000.00	7,948.50	0.00	0.00	2,542,051.50	0.3
Palm Club Sewer	2,550,000.00	2,550,000.00	7,948.50	0.00	0.00	2,542,051.50	0.3
Dept: 576.135 Street Project Codrington Driv							
500.629 Capital Outlay - Design/Permit	0.00	120,000.00	0.00	0.00	105,862.00	14,138.00	88.2
Street Project Codrington Driv	0.00	120,000.00	0.00	0.00	105,862.00	14,138.00	88.2
Dept: 576.136 Street Proj.Bougain.Poinciana							
500.629 Capital Outlay - Design/Permit	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
Street Proj.Bougain.Poinciana	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
Dept: 576.137 Street Sufficiency Study							
500.630 Cap Outlay Imp other than bldg	0.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
Street Sufficiency Study	0.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
Dept: 577.100 Friedt Park							
500.630 Cap Outlay Imp other than bldg	25,000.00	0.00	60.00	0.00	0.00	-60.00	0.0
Friedt Park	25,000.00	0.00	60.00	0.00	0.00	-60.00	0.0
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	3,750,000.00	75,000.00	60,963.00	0.00	0.00	14,037.00	81.3
Greenway- El Mar Drive	3,750,000.00	75,000.00	60,963.00	0.00	0.00	14,037.00	81.3
Expenditures	7,670,957.00	6,650,957.00	1,343,841.88	96,855.54	162,677.95	5,144,437.17	22.7
Net Effect for Capital Project Fund	0.00	0.00	1,256,044.90	-96,804.17	162,677.95	-1,093,366.95	0.0
Change in Fund Balance:			1,256,044.90				

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	3,697,960.00	949,490.00	0.00	0.00	0.00	949,490.00	0.0
Appropriated Fund Balance	3,697,960.00	949,490.00	0.00	0.00	0.00	949,490.00	0.0
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	10,537.00	10,537.00	10,000.00	0.00	0.00	537.00	94.9
Licenses & Permits	10,537.00	10,537.00	10,000.00	0.00	0.00	537.00	94.9
Dept: 304.000 Charges for Services							
344.500 Parking Permits	100,000.00	100,000.00	104,318.97	7,907.00	0.00	-4,318.97	104.3
344.520 Parking Agreements	62,998.00	62,998.00	65,330.76	0.00	0.00	-2,332.76	103.7
344.551 South Ocean	108,500.00	108,500.00	145,324.99	22,719.60	0.00	-36,824.99	133.9
344.552 Ocean Front Meters	250,000.00	250,000.00	241,641.87	35,277.03	0.00	8,358.13	96.7
344.553 Commmercial Blvd. Meters	140,000.00	140,000.00	90,980.33	13,515.16	0.00	49,019.67	65.0
344.554 Parking Meters - Beach	213,000.00	213,000.00	187,870.09	25,273.92	0.00	25,129.91	88.2
344.556 El Prado Parking Lot	260,000.00	260,000.00	353,321.52	52,025.17	0.00	-93,321.52	135.9
344.558 Town Hall Parking Lot	10,000.00	10,000.00	18,030.85	1,968.12	0.00	-8,030.85	180.3
344.559 El Mar Parking Lot	175,000.00	175,000.00	179,011.10	25,368.90	0.00	-4,011.10	102.3
344.560 A1A Parking Lot	310,000.00	310,000.00	351,840.60	56,066.65	0.00	-41,840.60	113.5
344.563 Bougainvilla/ Poinciana	35,000.00	35,000.00	123,920.84	18,672.82	0.00	-88,920.84	354.1
344.564 Eastward Strand Parking Spaces	0.00	0.00	27,015.20	0.00	0.00	-27,015.20	0.0
Charges for Services	1,664,498.00	1,664,498.00	1,888,607.12	258,794.37	0.00	-224,109.12	113.5
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	75,000.00	75,000.00	156,210.20	17,443.20	0.00	-81,210.20	208.3
Fines & Forfeitures	75,000.00	75,000.00	156,210.20	17,443.20	0.00	-81,210.20	208.3
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	539.73	69.84	0.00	1,460.27	27.0
Miscellaneous Revenues	2,000.00	2,000.00	539.73	69.84	0.00	1,460.27	27.0
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	0.00	0.00	949,490.00	0.00	0.00	-949,490.00	0.0
Interfund Transfers	0.00	0.00	949,490.00	0.00	0.00	-949,490.00	0.0
Revenues	5,449,995.00	2,701,525.00	3,004,847.05	276,307.41	0.00	-303,322.05	111.2
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	154,300.00	154,300.00	106,428.07	11,769.68	0.00	47,871.93	69.0
500.140 Overtime Salaries	3,000.00	3,000.00	30.29	0.00	0.00	2,969.71	1.0
500.210 Employer FICA Taxes	12,000.00	12,000.00	7,912.55	874.89	0.00	4,087.45	65.9
500.220 Retirement	22,000.00	22,000.00	14,697.84	1,699.55	0.00	7,302.16	66.8
500.230 Group Insurance	44,828.00	44,828.00	34,037.57	2,902.71	0.00	10,790.43	75.9
500.345 Contractual Services	311,974.00	311,974.00	255,182.87	65,514.76	0.00	56,791.13	81.8
500.353 Parking Alternatives	174,000.00	174,000.00	153,516.11	3,754.65	0.00	20,483.89	88.2
500.410 Communications	8,300.00	8,300.00	953.87	88.76	0.00	7,346.13	11.5
500.430 Electric Service	4,800.00	4,800.00	3,461.42	405.83	0.00	1,338.58	72.1
500.431 Water Service	22,000.00	22,000.00	10,717.26	896.69	0.00	11,282.74	48.7
500.445 Equip Rent/Lease	13,646.00	13,646.00	7,209.20	798.36	0.00	6,436.80	52.8
500.461 Vehicle Maintenance	5,000.00	5,000.00	1,027.45	0.00	0.00	3,972.55	20.5
500.462 Fuel	6,000.00	6,000.00	1,935.37	1,113.88	0.00	4,064.63	32.3
500.463 Service Maintenance Contracts	28,710.00	28,710.00	20,790.00	1,980.00	0.00	7,920.00	72.4
500.497 Contingency	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.506 Printing & Binding	7,900.00	7,900.00	5,869.58	220.00	0.00	2,030.42	74.3
500.508 Postage	2,000.00	2,000.00	941.16	0.00	0.00	1,058.84	47.1
500.510 Office Supplies	1,000.00	1,000.00	235.86	0.00	0.00	764.14	23.6
500.525 Uniform Expense	3,000.00	3,000.00	1,783.08	0.00	0.00	1,216.92	59.4
500.532 Signs	8,000.00	8,000.00	5,199.99	1,039.79	0.00	2,800.01	65.0
500.533 Parking Meter Parts-Supplies	30,750.00	30,750.00	6,542.32	0.00	0.00	24,207.68	21.3

For the Period: 10/1/2020 to 6/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Dept: 545.000 Parking Operations							
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	11,269.30	1,183.47	0.00	8,730.70	56.3
500.630 Cap Outlay Imp other than bldg	12,000.00	12,000.00	-90.00	0.00	0.00	12,090.00	-0.8
500.640 Capital Outlay - Equipt & Mach	28,300.00	28,300.00	7,424.14	0.00	0.00	20,875.86	26.2
Parking Operations	950,508.00	950,508.00	657,075.30	94,243.02	0.00	293,432.70	69.1
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	3,697,960.00	949,490.00	949,490.00	0.00	0.00	0.00	100.0
500.912 Transfer to General Fund	801,527.00	801,527.00	400,763.50	0.00	0.00	400,763.50	50.0
Interfund Transfers	4,499,487.00	1,751,017.00	1,350,253.50	0.00	0.00	400,763.50	77.1
Expenditures	5,449,995.00	2,701,525.00	2,007,328.80	94,243.02	0.00	694,196.20	74.3
Net Effect for Parking Fund	0.00	0.00	997,518.25	182,064.39	0.00	-997,518.25	0.0
Change in Fund Balance:			997,518.25				
Grand Total Net Effect:	0.00	0.00	3,444,483.47	-425,123.69	255,479.98	-3,189,003.49	

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of June
2021

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 6/30/2021	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
			001 General Fund:						
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	7,821,278.25	0.02%	126.57	1,199.95
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
			GENERAL FUND	BANK SUBTOTAL		10,321,278.25		126.57	1,199.95
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	173,956.65	0.10%	13.75	212.01
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,397.31	0.10%	6.65	102.86
			GENERAL FUND	SBA SUBTOTAL		258,353.96		20.40	314.87
			GENERAL FUND	GRAND TOTAL		10,579,632.21		146.97	1,514.82
			101 Police Forfeiture & Training						
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	14,369.43	0.02%	Included Above	Included Above
			POLICE FUND	TOTAL		14,369.43		**0.00**	0.00
			103 Sewer Enterprise Fund						
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,585,181.45	0.02%	16.30	146.17
			SEWER FUND	TOTAL		1,585,181.45		16.30	146.17
			115 Fire Fund:						
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,855,088.10	0.02%	20.23	163.85
			FIRE FUND	GRAND TOTAL		1,855,088.10		20.23	163.85
			300 Capital Improvement Fund:						
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	4,803,060.00	0.02%	51.37	396.78
			CAPITAL IMPROVEMENT FUND	TOTAL		4,803,060.00		51.37	396.78
			310 Parking Improvement Fund						
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	6,700,509.04	0.02%	69.39	537.15
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	42,621.00	0.02%	0.45	3.67
			PARKING FUND	TOTAL		6,743,130.04		69.84	540.82
			102 Building Fund						
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	241,224.98	0.02%	2.57	11.56
			BUILDING FUND	TOTAL		241,224.98		2.57	11.56
			ALL FUNDS	GRAND TOTAL		25,821,686.21		307.28	2,774.00

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of June
2021

Summary by Investment Type	Amount	Percent
Interest Bearing Checking	25,563,332.25	99%
Non-interest Bearing Checking	0.00	0%
SBA Trust Fund/Pools	258,353.96	1%
Repurchase Agreements	0.00	0%
Money Market Funds	0.00	0%
U.S. Securities/Treasuries	0.00	0%
U.S. Federal Agencies	0.00	0%
Federal Instrumentalities	0.00	0%
GRAND TOTAL	25,821,686.21	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	10,579,632.21	41%
	Police Fund	14,369.43	0%
	Sewer Fund	1,585,181.45	6%
	Fire Fund	1,855,088.10	7%
	Building Fund	241,224.98	1%
	Capital Improvement Fund	4,803,060.00	19%
	Parking Fund	6,743,130.04	26%
	GRAND TOTAL	25,821,686.21	100%

Summary by Bank/Pool	Amount	Percent
SunTrust	25,563,332.25	99%
Florida Prime/State Board of Admin.	258,353.96	1%
GRAND TOTAL	25,821,686.21	100%

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Debbie Hime, Special Event & Marketing Manager
Submitting Department: Administration
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title: Special Event Permit Application for Weekly Monday Moonlight Yoga Classes

Explanation: Mind's Eye Day Spa has submitted a special event application **(Exhibit 1)** for an annual event on the beach east of El Prado Park to be held weekly on Monday nights starting on October 4, 2021, through October 3, 2022, at 7:00pm (the "Event")

The Applicant is requesting to hold the Event on the beach east of El Prado Park, with an estimated 50-80 persons in attendance, including volunteers and other guests. Setup will begin at 5:45pm, and cleanup will be completed by 9pm:

Applicant is proposing to charge a fee of $10 per person per class prior to each Event via Eventbrite or Facebook Events (no payments accepted at the class).

Mondays starting October 4, 2021	
Set Up Begins	5:45 PM
Event Begins	7:00 PM
Event Ends	8:00 PM
Clean Up Completed	9:00 PM

Applicant has hosted the Town's free seasonal yoga classes two times a week from January to May, and thus is familiar with the County's turtle and Town's other guidelines including COVID restrictions.

As the Event will be a benefit to residents and neighbors an evening activity, applicant is requesting Commission consideration to waive the $800 application fee **(Exhibit 2)** per Resolution 2017-41 Section 3 Chapter 17.

Applicant is requesting permission to:

1. Provide One (1) 4’ table and two (2) folding chairs (Condition 1);
2. Have eight (8) 2’x4’ directional signs at El Prado Park near El Mar Drive to direct participants to the beach. (Condition 2);
3. Unload their gear between 5:45pm and 6:30pm in one of the resident parking spots in front of El Prado Park if available (Condition 3);
4. Use a small, amplified sound system or a small speaker with a microphone faced towards the sea between 6:45pm and 8:00pm (Condition 4);
5. Request Friedt Park Restrooms remain unlocked until 8:00pm. Since the Town does not have evening staff on Monday nights, staff prefers they use El Mar Plaza restrooms.
6. Sell yoga mats and water, if needed.

Recommendation: Staff recommends approval of the Event with the following Conditions and suggests the Commission consider and make a determination regarding the fee waiver request. Staff does not recommend fee to be waived for this year-round event.

1. Permit Holder agrees that no more than eighty (80) persons will attend the Event without prior permission from Town.

2. One (1) 4’ table and two (2) chairs are approved at the Event site area.

3. Eight (8) 2’x4’ directional signs (A1A at entrance to El Prado parking and others in El Prado Park).

4. Permit Holder may unload their truck between 5:45pm and 6:30pm in one of the available Resident Parking spots in front of El Prado Park; no other special parking requests or permits are needed. Once the unloading is completed, the truck must be moved to one of the parking spaces allocated for the Event.

5. Permit Holder will have small, amplified sound system of a small speaker with a microphone faced towards the sea from 6:45pm to 8:00pm. The Event sound system shall be operated so as not to violate the Town’s Code, including and especially Section 13-6, Noise Limitations.

6. The Permit Holder shall provide a written notice of the Event, which has been approved by the Town prior to distribution, to all properties within 300 feet of the Event site by Sept. 3, 2021 and confirm in writing which properties have been notified.

7. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as an additional insured in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury, and $1,000,00 per occurrence and $2,000,000 general aggregate for property damage with thirty (30) days written notice required for cancellation.

8. Permit Holder agrees to acknowledge and sign the Town's COVID-19 Agreement before final permit approval and agree to comply with the restrictions set forth in the Town's COVID-19 Agreement if necessary.

9. Turtle Season (October – May): If any of the activities take place on the beach sand, the Event organizers shall ensure that a minimum buffer of 10 feet is kept clear around all marked sea turtle nests. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes will be dug west of the high tide line. No lighting of any kind, other than approved Turtle nesting flashlight color may be used an only by Event staff. Participants and Event staff shall not use any other type of lighting, including mobile phones.

10. The Police Chief has determined that detail officers are not required for traffic and crowd control based on the application with the understanding that any unexpected circumstances justified by BSO may require detail deputies and MOT.

11. The Permit Holder shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Public Works Director. During the Event, as needed, and at the end of the Event, the Permit Holder shall empty the Town's waste receptacles and recycling bins within the Event area and within 100 feet of the Event area.

12. Any change to the Site Plan must be presented for review to the Marketing and Events Manager with final approving by the Town Manager at least 48 working hours in advance of the Event.

13. Clean up fee starting at $150 will be charged if area is not cleaned to Town standards. Beach, streets, and sidewalks shall be free of any debris and cleaned at the end of tear down.

14. The cost for any inspections or work required by the Town after normal working hours will be billed to the Permit Holder and paid prior to the Event or, in the alternative, a deposit paid.

15. All monies owed to the Town shall be paid at least 30-days in advance of the Event. There shall be no outstanding fines, moneys, fees, taxes, or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.

16. Upon showing by the Permit Holder of a valid reason, the Town Manager may approve minor logistical or site plan changes that are consistent with the Commission's past policy direction on special events.

17. The onsite Town representative may terminate the Event due to the Permit Holder not complying with the terms and conditions of the Town's event permit, for health or safety issues, such as but not limited to, crowds that exceed the capacity of the Event site.

Attachments:

Ex.1 – Special Event Application for Community Church Event 11-6-21
Ex.2 – Resolution 2017-41 Special Event Fees
Ex.3 – Noise Limitations

7-30-21dr

SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

Important to remember:

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

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

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

Tarvehale Saunders
Signature of Applicant

Print Name: Tarvehale Saunders

Event Name: Moonlight Yoga

LAUDERDALE BY-THE-SEA

SPECIAL EVENT APPLICATION

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

DETAILED SITE PLAN REQUIRED (see details at end of application)
Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

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

Name of Event: Moonlight Yoga

Event Purpose, Description and Activities: Yoga (Moon Salutation)

New Event ✓ **or Returning Event**_____ **Previous Attendance**_____

Day(s) and Date(s) of Event: Every Monday starting October 4th, 2021 (year-round)

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

On the beach at El Prado

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

Participants: 50 - 80 #Spectators 0 #Adult volunteers: 0

Please complete the following table:

Activity	Day	Time
Start of set-up:	Mondays starting October 4th 2021	5:45 pm
Start time of the Event:	"	7:00 pm
EVENT		
End time of the Event:	"	8:00 pm
Start of Clean up:	"	8:00 pm
Clean-up completed by: (Site restored to original condition)	"	9:00 pm

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization? YES (NO)

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

Person submitting Application ("Responsible Party"):

Name: Tarvehale Saunders

Mailing address: 4855 NW 57th Ct Tamarac, Fl 33319

Phone: 954-240-9047 Mobile phone:

Email: tarvehale.saunders@gmail.com Fax:

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

Business: Minds Eye Day Spa
242 Commercial Blvd
Lauderdale By the Sea
FL 33308
954-635-0704
mindseyedayspa@gmail.com

Name(s):

Mailing address:

Phone: Mobile phone:

Evening phone: Fax:

Email:

Same as above

Add information as necessary:

Will you have an event contractor or planner? YES (NO)

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

Name: Company Name:

Business Address: Company Email:

Phone Office: Phone Mobile:

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

Request for Town Involvement:

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

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

* As a local LBTS town business owner I am respectfully asking if you would consider waving the application fee. I have been asked to and have successfully facilitated LBTS yoga by the sea classes for 2 years. Thank you.

FEES

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

YES (NO)

If yes, provide details: Collected through eventbright or facebook $10.00 per person per event or packages TBD.

SOUND SYSTEMS

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

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

✓ Proposed amplified sound/speaker system: (wireless speaker & wireless headset)

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

_____ Planned recorded music

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

CLEAN EVENT STANDARDS

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

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

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

Name: (Self) Email:

Address:

Daytime phone: Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: ____

Canopies: ____

Stages: ____

Bleachers: ____ list size and max load:

Table = 1 A'

UTILITIES

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

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

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

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

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

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

_____Electrical power:

_____Water:

_____Gas, propane, BBQ grills, generators:

_____Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event? (YES) NO

For each sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size: 8 yard signs, 18 x 24 inches, H frame ground steak sign holder with event name and arrows pointing to the beach. (3 square feet)

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

RESTROOMS (show on Site Plan) Request Friedrt park restrooms remain open until 8:30 pm.

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

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

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

Number of restroom facilities required by Town: TBD
Number of additional restroom facilities, and type, that will be on event site: Ø
(Show on Site Plan)

STREET CLOSURES
Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES
A traffic control contractor may be required for events which require barricades or traffic control signage.

Please list your traffic control contractor, if applicable: N/A

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

Are you requesting to drive or park on town property or park grounds: YES NO

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

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:
1 El Prado permit parking 5:45pm – 9:00pm

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

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

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

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

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

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

Do you anticipate needing off duty police officers for your Event? YES NO
Do you anticipate needing code compliance officers for your Event? YES NO

CONCESSIONS:

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

Are you planning to have any type of concessions? YES NO

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

YES NO

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

Is the food free of charge_____ or for sale _____

Do all food vendors have a temporary food service permit? YES NO

Please list the types of food that will be served:

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

Charcoal Grills _____	Sterno_____	Fryers_____	Open fires_____
Propane Grills _____	Refrigerators____	Smokers_____	Hoods _____
Concession trailers____	Warmers_____	LP Tanks_____	Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event? YES NO

If YES, has a liquor permit been obtained from the State of Florida? YES NO

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

Name Company Vendor Type

ANIMALS

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

Are animals included in your event? YES (NO)
If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event? YES (NO)

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event? (YES) NO

List items for sale: Yoga Mats and water

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event? YES (NO)

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

Mechanical/Electrical:
Inflatable (bounce house etc.):
Manual (slides, trampolines):
Other:

NO BALLOONS RELEASED

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

I agree no balloons will be released T.E.S

FIRE WATCH or EMS ONSITE

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

First Aid facilities may be required by Town at Event's expense. Initial T.E.S

INSURANCE

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

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

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

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

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

Do you and all parties involved have the required insurance coverage needed for this Event?
YES NO
* Attached *

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 5:45 pm and the area will be cleaned and open by 7:00 pm
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at 8:00 pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at $150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
    a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage.
    b) No required policy shall have a deductible or self-insurance retention greater than $15,000.
    c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

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

d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.

e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and $1,000,000 per occurrence and $2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.

23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.

24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.

25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.

26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

***Applicant's and Property Owner's* Certification**

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

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

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

Applicant		Property Owner
I *understand the Town's requirements to hold a* special event and the information provided in this application is complete to the best of my knowledge. Tarvehale Saunders		I give the applicant permission to use my/our property for the proposed special event and I understand the *Town's requirements to hold a special event and the* information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required): _____ Date July 29th, 2021		Property owner's Signature (required): _____ Date: _____
Applicant's (Print information below) Name: Tarvehale Saunders Title: Owner Organization: Mind's Eye Day Spa Telephone: 954-635-0704 Mobile: 954-635-0704 Email: mindseyedayspa@gmail.com		Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA: COUNTY OF BROWARD:		STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by_____ who is personally known to me/provided _____ as identification and who did/did not take an oath.		SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by_____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: _____ _____ Notary Public, State of Florida		My Commission Expires: _____ _____ Notary Public, State of Florida

SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

Event:

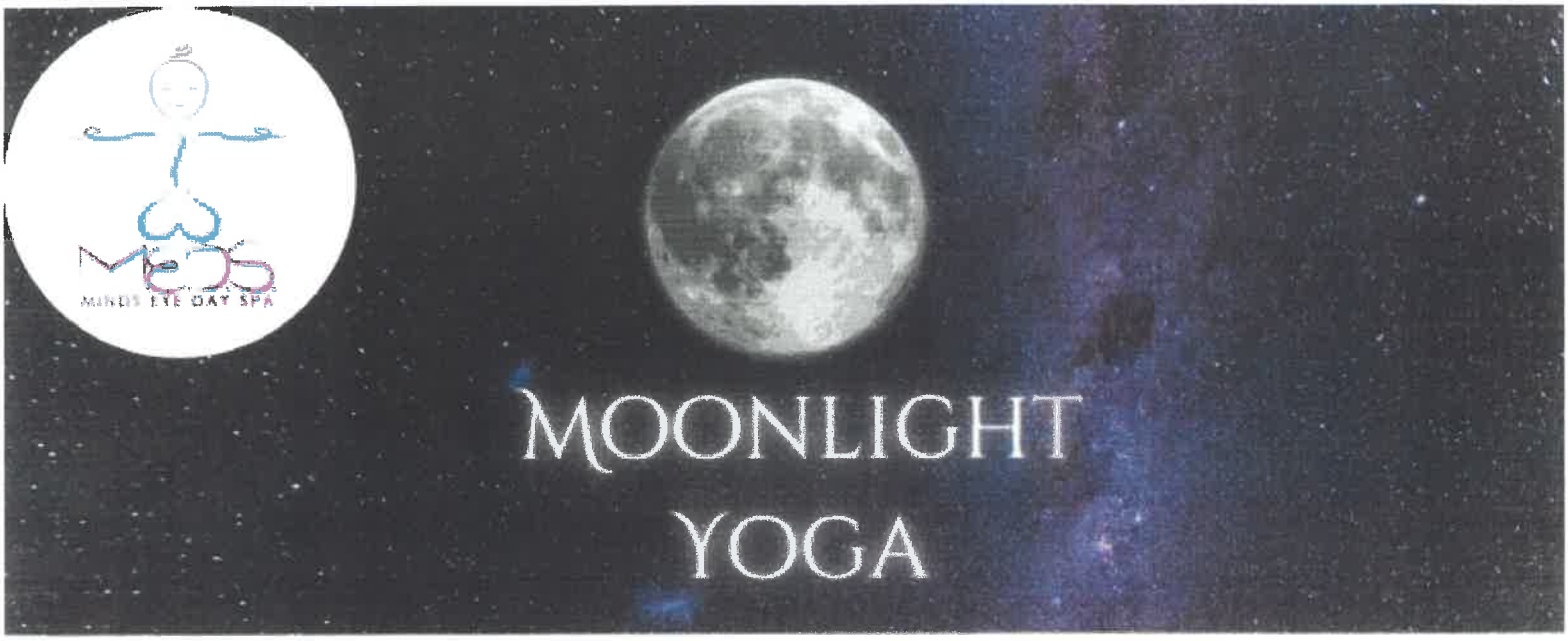
Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers)
Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses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

Parking:

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

Code or Security Enforcement (paid by Event)

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



Year-Round, Every Monday Starting October 4th, 2021

Location: On the beach at El Prado Park

Time: 7:00pm - 8:00pm

Weather disturbance backup: Classes will be held virtually. Link will be provided via email.

STRICT COVID EVENT GUIDELINES

NO MASK – NO CLASS

- **Mask are mandatory before, during, and after each class**
- **Designated spaces will be 6 feet apart as per COVID guidelines.**
- **Temperature checks taken prior to class**

NO CAMERAS OR LIGHTS OF ANY KIND WILL BE ALLOW AS PER LOCAL ORDINANCES TO PROTECT SEA TURTLE NESTING

Full Description of Moonlight Yoga

Year-Round, Every Monday starting October 4th, 2021

Weather Disturbance backup: Classes will be held virtually. Links will be provided via email.

Location: On the beach at El Prado Park

Event Setup will begin at 5:45pm

- One 4' Folding Tables
- Eight 3 square foot directional sign
  (Yard signs held up by H frame ground steak sign holders)
- Four Turtle Safe RaySoar Red Light Flashlight

Event Start at 7:00pm

There will be about 150 participants
There will be about 50 Spectators
There will be about 3 workers

Event should be complete by 8:00 pm and the beach cleared by 9:00pm
(Turtle Safe flashlights will aide in proper beach cleanup while following local ordinances to protect sea turtle nesting.

waiver too

Covid19 Protocol Plan

Mind's Eye Day Spa Inc. Staff

- All staff involved will be symptom free of Covid-19 for 2 weeks prior to Moonlight yoga
- All staff will undergo a temperature check upon arrival before helping setup.
- All staff will remain masked from time of arrival (approximately 5:45pm) till departure (approximately 9:00pm)

People Arriving/ Check-in Table

- Parking fee: Advising participants to use the "Pay by Phone" parking app to avoid touching parking kiosks to pay for their parking.
- Greeting: All greeters wear masks and observe social distancing while greeting and directing people. No handshakes or high fives initiated by the greeters. Waving only.
- Check in will be done by staff holding clip board and entering information (while masked and gloved).
- NO MASK NO CLASS policy enforced
- Temperature taken as people check-in.
- Multiple hand sanitizing opportunities at the check-in table
- Designated spaces will be 6 feet apart as per Covid-19 guidelines

Site Plan for Weekly Evening Yoga at El Prado

Box – yoga class location Dashes are signs Red box in park is table

Applicant's Certification

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

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

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

Tarvehale Saunders
Applicant's Signature (required)

July 29th, 2021
Date

Tarvehale Saunders, Owner
Applicant's Printed Name and Title/Organization

954-635-0704
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

_____
Notary Public, State of Florida
My Commission Expires:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hiscox Inc.
520 Madison Avenue
32nd Floor
New York, NY 10022

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Mind's Eye Day Spa
242 Commercial Blvd Ste A
Lauderdale by the Sea, FL 33308-4496

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N		UDC-1989094-CGL-21	06/05/2021	06/05/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Town of Lauderdale-By-The-Sea
4501 Ocean Drive Lauderdale-By-The-Sea, FL 3338

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION 2017-41

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

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

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

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

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

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

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

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

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

37 **WHEREAS,** Resolution 2016-20 updated the Development review of fee schedule; and

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

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

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

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

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

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

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

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

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

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

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

A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required $100
1.3	Single day event, 25 people + with or without reserved area.	$100
1.4	Multi-day event	$100 Permit Fee plus an impact fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	

2. Chapter 14.5 - Street Performing

2.1	Street performing annual permit fee	$50

3. Chapter 17 - Special Events

3.1	**Special Event Application Fee** See also use fees. See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	$100
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	$250 Plus costs, not to exceed $1,500.
	4. A recurring event within a 6 month period	$500
	5. A recurring event within a 12 month period (for example, once a week or once a month).	$800
	6. An event that has been advertised prior to Commission approval.	$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	$50 Event may be approved by the Town Manager

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

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

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4. Chapter 17 - Jarvis Hall

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

66

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

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

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

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

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

Potential use on holidays.

a. The Town Commission will decide in advance if they will make a plaza available for use by a Town commercial businesses or Town-based non-profit organizations on specific holidays.

b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.

c. The same business or non-profit organization may not rent the same space on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager will determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.

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

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

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

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

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

Plaza Use Fees Are in addition to the Event Application Fees listed above. The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space. Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit. Application filed within 30 days of an event date will not be accepted. A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.		
5.3	LBTS businesses (limited to 4 rentals per year per business)	$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	$425 per day per plaza

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

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

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

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

Mayor Scot Sasser

Attest:

APPROVED AS TO FORM:

Town Clerk, Tedra Allen

~~Susan L. Trevarthen~~, Town Attorney

Kathryn Mehaffey

(CORPORATE SEAL)

Sec. 13-6. - Noise limitations.

(a) *Prohibition of sound disturbance.* No person shall make, continue or cause to be made or continued any sound disturbances which violate the noise limitations, as defined in this section.

(b) *Method of measurement generally.* For the purpose of measuring the volume, intensity and frequencies of sound, the measurement of sound shall be made with a sound level meter operating on the "A" and "C" weighting scale of any standard design and quality meeting the standards prescribed by the American National Standards Association (ANSI). The instruments shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the sound source. The microphone used during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A wind-screen for the microphone shall be used when required. Traffic, aircraft, and other background sounds shall not be considered in taking measurements, except where such background sound interferes with the primary sound being measured.

(1) The slow meter response of the sound level meter shall be used in order to best determine that the average sound has not exceeded the standards set forth in subsections (c)(1) and (c)(2) below.

(2) The measurement shall be made at or beyond the real property line of the property on which such sound is generated, or perceived, as appropriate, approximately five feet above ground.

(3) In the case of an elevated or directional sound source, compliance with the sound limits is to be maintained at any elevation at or beyond the real property line.

(c) *Maximum sound levels.* The maximum dBA and dBC sound levels permitted on any property within the Town shall be as follows:

(1) The following maximum limitations on sound disturbances shall apply within Zone A (commercial noise zone), as delineated in the map shown in Figure 13:

a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 85 dBA or 85 dBC.

b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 75 dBA or 75 dBC.

(2) The following maximum limitations on sound disturbances shall apply within Zone B (residential noise zone), as delineated in the map shown in Figure 13:

a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 60 dBA or 65 dBC.

b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 55 dBA or 65 dBC.

(d) *Maximum sound level for activities duly authorized by special event permit.* An activity which has been granted a special event permit pursuant to article VIII of chapter 17 of the Code of Ordinances shall be subject to the maximum limitation on sound disturbances provided within this subsection. In connection with the permitted special event, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond 100 feet from the source from which the sound emanates if the source is located on public property, or at or beyond the real property line if the source is on private property, a sound level that exceeds the dBA or dBC standard in (c) applicable to the point of measurement and the time of measurement, unless a different standard is established in the special event permit.

(Ord. No. 2009-14, § 2, 7-28-09; Ord. No. 2014-06, § 2, 8-19-14)

Agenda Item No: 12.a

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Neysa Herrera, Assistant to the Town Manager
Submitting Department: Administration
Item Type: Discussion Item
Agenda Section: OLD BUSINESS

Subject Title: Surfside Donation

Explanation: At the July 27, 2021 meeting the Commission directed staff to survey similar sized and coastal municipalities about the donations they made to the Town of Surfside following the collapse of the residential building last month in order to determine the amount that the Town would contribute

Recommendation: Staff is recommending Town Commission consideration of a $1,000 donation amount.

Attachments: Ex.1 – Surfside Donation Survey

Municipality	County	Population	Monetary Donation from Town/City/Village	Notes
City of Lighthouse Point	Broward	11,195	No	
Town of Hillsboro Beach	Broward	1,752	No	
Village of Key Biscayne	Miami Dade	12,915	No	The Key Biscayne Community Foundation has been closely engaged with the Surfside incident from the start. The Village itself sent Police and Firefighters to assist the County in security and search and rescue. The Community Foundation offered transportation for national and international search and rescue teams and has collected a sizable number of donations from residents and others to support those in Surfside that are most in need.
Town of Miami Lakes	Miami Dade	30,864	No	The Miami Lakes Town Foundation board approved a donation of **$3,000** which was sent around a month ago.
Town of Bay Harbor Islands	Miami Dade	5,861	No	From Assistant Town Manager: To my understanding, our Town did not donate actual money but donated our services since we are of close proximity to the site. Our police department has I believe also assisted the families at our local elementary school with school supplies for families affected.
City of Satellite Beach	Miami Dade	10,873	No	City has not contemplated making a donation to Surfside.
Bal Harbour Village	Miami Dade	3,004	No	Village provided in-kind services and aide during the past month.
City of Sunny Isles	Miami Dade	21,942	No	City provided in kind services, including Police assistance and offered the use of their facilities

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Ken Rubach, Director of Public Works
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-43 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY FOR ELECTRICAL MAINTENANCE SERVICES; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THR AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: There are two agenda items before the Commission for amendments to agreements with Kilowatt for electrical maintenance services in an amount not to exceed $80,000.00 (the “Piggyback Agreement”), utilizing the agreement between Kilowatt and the City of Oakland Park, procured pursuant to the City of Oakland Park Bid #081018 (“the Oakland Park Agreement”). Kilowatt has been providing electrical maintenance services to the Town for approximately the past two years and has performed exemplary work in dealing with our street lighting network as well as other addressing other electrical maintenance issues. The Oakland Park Agreement remains active and has renewals through October 1, 2023.

We have reached the contractual amount previously authorized by the Commission at the November 12, 2019, meeting. Staff is seeking approval to amend the Piggyback Agreement to provide for an additional amount of $200,000 to fund additional projects, increasing the total contract amount to $280,000.00.

Recommendation: Approve 2021-43, approving an amendment to the piggyback agreement with Kilowatt Electric Company for Electrical Maintenance Services to provide for an additional $200,000 and authorizing the Interim Town Manager to execute the amendment.

Attachments:
Ex.1 – Oakland Park Agreement
Ex.2 – Piggyback Agreement
Ex.3 – Resolution 2021-43

RESOLUTION NO. R-2018-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, DETERMINING THAT SIX (6) COMPANIES ARE THE MOST RESPONSIVE AND MOST RESPONSIBLE BIDDERS FOR ELECTRICAL MAINTENANCE, REPAIR, AND EMERGENCY SERVICES; PROVIDING THAT THE PROPER CITY OFFICIALS ARE AUTHORIZED TO EXECUTE A CONTRACT FOR THE SERVICES IN WHICH IS ATTACHED AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has sought competitive bids for electrical maintenance, repair, and emergency services;

WHEREAS, a selection committee comprised of staff members evaluated the bids and has made a recommendation to the City Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida hereby accepts the recommendation as submitted by the City's selection committee and determines that the following six (6) companies are the most responsible and most responsive bidders electrical maintenance, repair, and emergency services:

1. "D" Electrician Technical Services, Inc.
2. Imperial Electrical Inc.
3. J & T Electrical Services, Inc.
4. Killowatt Electric Company
5. Main-Guy Electrical Company
6. Universal Electric of Florida, Inc.

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves and authorizes the appropriate City official to execute a contract with the above mentioned six (6) companies for electrical maintenance, repair, and emergency services; a copy of the contracts are attached hereto as Exhibit "A".

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 20th, day of September, 2018.

CITY OF OAKLAND PARK, FLORIDA

MAYOR TIM LONERGAN

S. GUEVREKIAN	YES
M. SPARKS	YES
M. CARN	YES
J. ADORNATO	YES
T. LONERGAN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept, 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and "D" Electrician Technical Services, Inc., doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

R-2018-134

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid **#081018** to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee M. Shrout, City Clerk

David Hebert, City Manager

(SEAL)

WITNESS (as to CONTRACTOR)

MARCIA FRANCIS
WITNESS (as to CONTRACTOR)

"D" Electrician Technical Service Inc
CONTRACTOR

ADDRESS:
4064 NE 8th Ave
Oakland Park
FL 33334

PHONE: 954-726-0394

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Terrence Davis, on behalf of D Electrician Technical Services Inc,
Print Name and Title — Company Name

certify that D Electrician Technical Services Inc does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

"D" Electrician Technical Services Inc
COMPANY NAME

T Davis
SIGNATURE

Terrence Davis
PRINT NAME

President
TITLE

CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept, 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Imperial Electrical Inc., doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

R-2018-136

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid **#081018** to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee M. Shrout, City Clerk

David Hebert, City Manager

(SEAL)

WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)

CONTRACTOR

ADDRESS:
1182 NW 115t
Plantation Fl
33323

PHONE: 954-375-2133

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Michael Terango P, on behalf of Imperial Electrical Inc
Print Name and Title — Company Name

certify that Imperial Electrical Inc does not:
Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Imperial Electrical Inc
COMPANY NAME

SIGNATURE

Michael Terango
PRINT NAME

Pres
TITLE

CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept., 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and J & T Electrical Service Inc., doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

R-2018-136

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid **#081018** to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee M. Shrout, City Clerk

David Hebert, City Manager

(SEAL)

WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)

J&T Electrical Services, Inc
CONTRACTOR

ADDRESS:
3386 NW 63rd St
Fort Lauderdale
FL, 33309

PHONE: 954-873-2155

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Theophane Ambroise, President, on behalf of J&T Electrical Services, Inc
Print Name and Title — Company Name

certify that J&T Electrical Services, Inc does not:
Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

J&T Electrical Services, Inc
COMPANY NAME

SIGNATURE

THEOPHANE AMBROISE
PRINT NAME

President
TITLE

CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept, 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Kilowatt Electric Company, doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

R-2018-136

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid **#081018** to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee M. Shrout, City Clerk

(SEAL)

David Hebert, City Manager

WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)

CONTRACTOR

ADDRESS:
Kilowatt Electric Company
1700 NW 22nd Ave
Pompano Beach, FL 33069

PHONE: 954-975-8200

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Edward Flack/President, on behalf of Kilowatt Electric Co.,
Print Name and Title — Company Name

certify that Kilowatt Electric Co. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Kilowatt Electric Co.
COMPANY NAME

SIGNATURE

Edward Flack
PRINT NAME

President
TITLE

CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept, 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Main-Guy Electrical Company, doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

R-2018-136

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid **#081018** to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee M. Shrout, City Clerk

David Hebert, City Manager

(SEAL)

WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)

Main-Guy Electrical Co., Inc

CONTRACTOR

ADDRESS:

PO BOX 24925

Oakland Park, Fl 33307

PHONE: 954. 564-1672

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Gary Simon, V. Pres., on behalf of Main-Guy Electrical Co.,
Print Name and Title — Company Name

certify that Main-Guy Electrical Co. does not:
Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Main-Guy Electrical Co.

COMPANY NAME

SIGNATURE

Gary Simon

PRINT NAME

V. Pres.

TITLE

CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept, 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Universal Electric of Florida, Inc., Inc., doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

R-2018-136

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid **#081018** to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee M. Shrout, City Clerk

David Hebert, City Manager

(SEAL)

WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)

CONTRACTOR

ADDRESS: 6784 NW 17th Ave

Ft. Lauderdale, FL 33309

PHONE: 954-484-5233

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Phillip L Krygmanski, President, on behalf of Universal Electric of Florida Inc.
Print Name and Title — Company Name

certify that Universal Electric of Florida does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Universal Electric of Florida Inc
COMPANY NAME

SIGNATURE

Phillip L Kreyman Jr.
PRINT NAME

President
TITLE

AMENDMENT TO AGREEMENT FOR ELECTRICAL MAINTENANCE

This Amendment is made this ____day of August, 2021 ("Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Kilowatt Electric Company (the "Contractor"), whose address is 1700 N.W. 22nd Avenue, Pompano Beach, FL 33069.

WITNESSETH

WHEREAS, on November 19, 2019, the Town Commission approved a piggyback agreement with Kilowatt Electric Company ("Kilowatt") for electrical maintenance services in an amount not to exceed $80,000 (the "Piggyback Agreement"), utilizing the agreement between Kilowatt and the City of Oakland Park agreement procured pursuant to the City of Oakland Park Bid #081018 (the "Oakland Park Agreement"); and

WHEREAS, the Town has reached the amount previously approved by the Commission and staff is seeking to increase the contract amount by $200,000 to fund additional projects; and

WHEREAS, the parties desire to amend the Piggyback Agreement to increase the contract amount under the Piggyback Agreement to fund additional projects.

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

1. That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this First Amendment.

2. That Section 1.B of the Piggyback Agreement is hereby amended to read as follows:

B. The Town shall compensate Contractor pursuant to the rates set forth in the Oakland Park Agreement, in an amount not to exceed ~~$80,000~~ <u>$280,000</u>.

3. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Piggyback Agreement. The terms used in this Amendment have the same meaning as those used in the Piggyback Agreement unless expressly noted otherwise herein.

4. No term of this Amendment may be modified except in writing executed by

all parties to this Amendment.

5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

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

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

_____
Linda Connors, Interim Town Manager

Date:_____

KILOWATT ELECTRIC COMPANY

_____
_____

Date:_____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

RESOLUTION NO. 2021-43

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY FOR ELECTRICAL MAINTENANCE SERVICES; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 12, 2019, the Town Commission approved a piggyback agreement with Kilowatt Electric Company ("Kilowatt") for electrical maintenance services in an amount not to exceed $80,000 (the "Piggyback Agreement"), utilizing the agreement between Kilowatt and the City of Oakland Park procured pursuant to the City of Oakland Park Bid #081018; and

WHEREAS, the Town has reached the amount previously approved by the Commission and staff is seeking to increase the contract amount by $200,000 to fund additional projects; and

WHEREAS, staff recommends amending the Piggyback Agreement to provide an additional $200,000 to fund additional projects, increasing the total amount of the Piggyback Agreement to an amount not to exceed $280,000 (the "Amendment"); and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Amendment to the Piggyback Agreement with Kilowatt for electricsl maintenance services, attached as Exhibit "A," to increase the total contract amount to an amount not to exceed $280,000 to fund additional projects.

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

SECTION 1. <u>Recitals</u>. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. **Amendment Approved.** The Amendment to the Piggyback Agreement with Kilowatt Electric Company for electrical maintenance services, attached hereto as Exhibit "A," to increase the total contract amount to an amount not to exceed $280,000, is hereby approved.

SECTION 3. Authorization to Execute the Amendment. The Town authorizes the Interim Town Manager or designee to execute the Amendment increasing the total contract amount to an amount not to exceed $280,000, in substantially the same form as attached Exhibit "A," together with such non-substantial changes as are deemed necessary by the Interim Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Implementation. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this ___ day of August, 2021.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Ken Rubach, Director of Public Works
Submitting Department: Public Safety
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-44 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY FOR LICENSED ELECTRICAL CONTRACTOR SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: There are two agenda items before the Commission for amendments to agreements with Kilowatt Electric Company ("Kilowatt"). One item is for electrical maintenance services and the other is for installation of new electrical infrastructure. This item is for the installation of new electrical infrastructure.

As we continue to upgrade the electrical infrastructure in the Town, it has become necessary to have a contractor available for upcoming projects such as the installation of the new lighting on the island between Bougainvilla & Poinciana, as well as installing additional electrical outlets on the islands adjacent to the businesses along West Commercial Blvd. In addition to these projects, several future projects this fiscal year will require a licensed electrical contractor, including for the lighting upgrades on A1A and Friedt Park.

On January 14, 2020, the Town Commission approved a piggyback agreement with Kilowatt for installation of new electrical infrastructure in an amount not to exceed $200,000.00 (the "Piggyback Agreement"), utilizing the agreement between Kilowatt and the City of Coral Springs procured pursuant to the City of Coral Springs Bid #17-B-008F (the "Coral Springs Agreement"). Kilowatt has performed exemplary work with addressing lingering issues that our former contractor was unable to complete. The Coral Springs Agreement remains active and has renewals through December 31, 2022.

We have reached the amount previously authorized by the Commission at the January 14, 2020, meeting. Staff is seeking approval to amend the Piggyback Agreement to provide for an additional amount of $200,000.00 to fund additional projects, increasing the total contract amount to $400,000.00.

Recommendation: Approve Resolution 2021-44, approving an amendment to the piggyback agreement with Kilowatt Electric Company for Licensed Electrical Contractor Services to

provide for an additional $200,000, and authorizes the Interim Town Manager to execute the amendment.

Attachments: Ex.1 – Coral Spring Agreement
Ex.2 – Piggyback Agreement
Ex.3 – Resolution 2021-44

AGREEMENT BETWEEN CITY OF CORAL SPRINGS, FLORIDA AND KILOWATT ELECTRIC COMPANY FOR ELECTRICAL CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into the _____ day of _____, 2016, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

KILOWATT ELECTRIC COMPANY
a Florida corporation
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on October 25, 2016 the CITY issued Bid Number 17-B-008F for Licensed Electrical Contractor; and

WHEREAS, City staff has reviewed the bids and has recommends that Kilowatt Electric Company be selected for services; and

WHEREAS, the CITY Commission concurs with the recommendation of City staff; and

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Section 1. FURNISH VARIOUS ELECTRICAL CONTRACTOR SERVICES

CONTRACTOR agrees to provide various electrical contractor services for the CITY pursuant to terms and conditions set forth in the instructions to bidders and specifications of the Invitation to Bid No. 17-B-008F, incorporated herein by reference.

Section 2. TERMS OF AGREEMENT

This Agreement will commence on January 1, 2017 and shall terminate on December 31, 2018, unless otherwise terminated pursuant to Section 19 of this Agreement. The CITY reserves the right to renew this contract for two (2) additional two (2) year terms based on CONTRACTOR'S acceptable level of performance and subject to funding approved by the City Commission.

Section 3. **COMPENSATION**

3.01 CITY agrees to pay to CONTRACTOR for services as per prices listed in Exhibit "A".

3.02 All payments for services shall be in accordance with the unit costs as designated in CONTRACTOR'S response to Bid No. 17-B-008F, incorporated herein by reference, and invoiced by CONTRACTOR. Request for payment shall be submitted to the Purchasing Division, Department of Financial Services, City of Coral Springs, 9551 West Sample Road, Coral Springs, Florida 33065. CITY shall pay CONTRACTOR within thirty (30) calendar days of approval of the invoice by CITY.

Section 4. **RECORDS AND AUDIT**

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9551 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

CONTRACTOR understands, acknowledges and agrees that the CONTRACTOR 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 CITY to perform the service.

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

(4) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a CITY's contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable amount of time.

(b) If a CONTRACTOR does not comply with the CITY's request for records, the CITY shall enforce the contract provisions in accordance with the contract.

(c) A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against a CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against the CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that the CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the CONTRACTOR has not complied with the request, to the CITY and to the CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to the CITY'S custodian of public records and to the CONTRACTOR at the CONTRACTOR's address listed on its contract with the CITY or to the CONTRACTOR's registered agent. Such notices must

be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 5. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Section 6. CONFLICT OF INTEREST

6.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

6.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes (2016), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

6.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Section 7. INDEMNIFICATION

7.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the

CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

7.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

7.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

7.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which the CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

7.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

Section 8. INSURANCE

8.01 The CONTRACTOR 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, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR 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. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in section 8 (check when final) of the Agreement.
(f) Owner's or Contractor's Protective Liability.

8.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. 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, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

8.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

8.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

8.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million

($1,000,000) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

8.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

8.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

8.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

8.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

Section 9. ASSIGNMENT

This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY.

Section 10. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

Section 11. VENUE

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.

Section 12. **GOVERNING LAW**

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 13. **PERMITS, FEES AND NOTICES**

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY'S Purchasing Administrator without delay.

Section 14. **INSOLVENCY**

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 15. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 16. **SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 17. **NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising,

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Section 18. **CUMULATIVE REMEDIES**

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 19. **TERMINATION**

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRACTOR must state that the Agreement is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 20. **NOTICES**

20.01 All notices and other communications required or permitted under this Agreement shall be in writing and given by:

20.02 hand delivery;

20.03 registered or certified mail, return receipt requested;

20.04 overnight courier; or

20.05 facsimile to:

CITY: Angelo Salomone, Purchasing Administrator
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1101
Facsimile: (954) 344-1186

CONTRACTOR: Edward Flack, President
Kilowatt Electric Company
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
Telephone: (954) 975-8200
Facsimile: (954) 975-9946

20.06 or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered:

20.06.1 on the date delivered if by personal delivery or overnight courier;

20.06.2 on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and

20.06.3 on the date of transmission with confirmed answer back if by fax.

Section 21. In the event of conflict between this Agreement and the terms and conditions in Bid Number 17-B-008F, the terms of this Agreement shall control.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, THE CITY OF CORAL SPRINGS AND KILOWATT ELECTRIC COMPANY, have caused these present to be executed in their respective names by the proper officials the day and year first above written.

CITY OF CORAL SPRINGS, FLORIDA

ATTEST:

_____
Walter G. Campbell, Jr., Mayor

_____
Debra Thomas, CMC, City Clerk

Approved as to form:

Sherry Lichtman
Deputy City Attorney

KILOWATT ELECTRIC COMPANY

By: _____

Title: President

Print Name: Edward D flack

Date: Dec 9, 2016

State of florida)
County of Broward)

On this, the 9 day of Dec, 2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Edward D flack (name), President (title) of Kilowatt Electric comp. (corporation), a Florida (state) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Maribell Rodriguez
Notary Public, State of Florida

MARIBELL RODRIGUEZ
MY COMMISSION #FF098485
EXPIRES March 4, 2018
(407) 398-0153 FloridaNotaryService.com

Maribell Rodriguez
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

_____
(type of identification produced)

TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR ELECTRICAL MAINTENANCE
(Piggyback Competitive Award)

This Agreement is made this ____day of January, 2020 ("Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Kilowatt Electric Company (the "Contractor"), whose address is 1700 N.W. 22nd Avenue, Pompano Beach, FL 33069.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor for the provision of various types of electrical repairs and installations; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Coral Springs, Florida and the Contractor as set forth in the City of Coral Springs Bid #17-B-008F and resulting agreement dated January 4, 2017, attached hereto and incorporated herein as Exhibit "A-1" ("Coral Springs Agreement"); and

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

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

Section 1. Contract Terms. The Contractor agrees to provide the Town the Service as set forth in the Coral Springs Agreement, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the Coral Springs Agreement, the order of priority shall be: this Agreement, and the Coral Springs Agreement.

The following additional provisions are included:

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

B. The Town shall compensate Contractor pursuant to the rates set forth in the Coral Springs Agreement, in an amount not to exceed $200,000.

C. The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement required by the City to perform the service.

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

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 this Agreement, and following completion of this Agreement until the records are transferred to the City.

4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor shall be delivered to the City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

5. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

6. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

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

D. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the 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.

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

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

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

F. <u>ETHICS</u>

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

2. No officer or employee of the TOWN, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this 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.

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

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

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

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

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

Lauderdale-By-The-Sea, FL 33308

For Contractor: Edward D. Flack
Kilowatt Electric Company
1700 N.W. 22nd Ave
Pompano Beach, FL 33069

Section 3. Certificates of Insurance. Prior to Contractor's commencement of services pursuant to this Agreement, Contractor shall deliver to Town, in a form acceptable to the Town in its sole discretion, the following documents within 15 days of execution of this Agreement:

a) All required certificates of insurance as described in the Coral Springs Agreement.

Section 4. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 5. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement 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.

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

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

_____

Bill Vance, Town Manager

Date:_____

KILOWATT ELECTRIC COMPANY

_____

_____

Date:_____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

RESOLUTION NO. 2021-44

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY FOR LICENSED ELECTRICAL CONTRACTOR SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 4, 2017, the City of Coral Springs entered into an agreement with Kilowatt Electric Company ("Kilowatt") pursuant to the City of Coral Springs Bid #17-B-008F for licensed electrical contractor services ("Coral Springs Agreement"); and

WHEREAS, the Town wishes contract with Kilowatt, utilizing the Coral Springs Agreement, for various Town projects that require electrical contractor services; and

WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve a piggyback agreement with Kilowatt for licensed electrical contractor services.

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

SECTION 1. Recitals. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. **Piggyback Agreement Approved**. The Piggyback Agreement with Kilowatt Electric Company for licensed electrical contractor services, attached hereto as Exhibit "A," is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town authorizes the Town Manager or his designee to execute the Agreement for an amount not to exceed $200,000, in substantially the same form as attached Exhibit "A," together with such non-substantial changes

as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. <u>Authorization to Implement</u>. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. <u>Effective Date</u>. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this ___ day of August, 2021.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Town Commission Agenda Item Report

Meeting Date: August 10, 2021
Submitted By: Debbie Hime, Special Event & Marketing Manager
Submitting Department: Administration
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-45 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE MARKETING SERVICES AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: In July 2018, the Commission approved the Town's three-year Strategic Marketing Plan (the "Plan") prepared by Conceptual Communications, LLC ("Conceptual") (Exhibit 1). On January 16, 2019, the Town entered into an agreement with Conceptual to administer the Plan (the "Agreement") (Exhibit 2). The Agreement was in an amount not to exceed $131,700, over a three-year term.

Over the past three years, Conceptual Communications has worked vigorously with the Town to implement our plan. Conceptual has built our strong, digital, and social media presence with both organic and paid geo-targeted strategies that identify and efficiently pursue our target markets, while also strengthening the Town's brand. Conceptual has also initiated new press awareness, including the 3-part series produced by NBC 6 initially valued over $56,000 in earned media highlighting our environmental niches.

In the Spring of 2020, the novel Coronavirus (COVID-19) put a halt on tourism marking efforts locally, nationally, and internationally. During the reopening phases, marketing efforts, outside of those outlined in the Plan, were implemented to highlight newly reopened LBTS shops, restaurants, and beach as well as the "no car needed" messaging via organic and paid social media content and web blogs.

Further efforts focused on attracting day-trippers, Florida locals looking for a quick, drivable vacation, to come "rediscover LBTS." Specifically, these efforts focused on markets within a day's driving distance, up to a 25-miles radius from the Town, targeting areas to the North of Town up to Palm Beach.

While assisting with local COVID reopening in FY21, our meetings and planning pivoted back to social media and blogs focusing on the drive market with emphasis on our small, airy hotels on the beach, and no car needed in our walkable Town. These efforts were developed to specifically highlight the Town's qualities that support the market environment relating to COVID-19. While staff tried to estimate costs associated with the implementation of the Plan as

efficiently as possible, the COVID-19 pandemic and the marketing efforts required during reopening were not foreseeable.

In addition to these efforts developed to address the COVID pandemic, Conceptual has also provided additional assistance or implementation on projects outside of the original scope such as:

- Creating a Marketing Update presentation requested by the LBTS Chamber;
- Shifting to more postings when Trip Advisor increased DMO partnership pricing by 300%;
- Increasing data tracking of social, paid, and earned media, and Town press mentions;
- Implementing Commission approved month-long Merchants' Association's Shop Small Campaign.

Therefore, the Town has expended a little more than what was originally budgeted for the Agreement.

Staff would like to continue to maintain our messaging until the Agreement expires in January 2022. The average cost per month to administer the Plan in FY21 has averaged $3,800 per month. In order to maintain our messaging until the expiration of the agreement, staff recommends amending the Agreement to provide for an additional $20,000 in funds, increasing the Agreement total to $151,700.

Three Year Agreement:

Agreement Total:		$131,700
Expenses Through June 2021		$124,527
Remaining		$7,174

Add: FY21 July, Aug, Sept	3 months x $4,000		$12,000
Agreement $$ Remaining			$7,174
FY21 Needed			$4,836
FY21 Request			$5,000

Add: FY22 Oct, Nov, Dec, ½ Jan	3.5 months x $4,000	$12,250	
FY22 Request			$ 15,000

Total Increase		$ 20,000

FY21: There will be funds remaining in 519.100 to cover the additional $5,000 FY21 funding, and FY22 funds are included in the FY22 proposed budget. The budget also contemplates funding to create an updated Strategic Marketing Plan for the year 2022-2025.

Recommendation: Staff recommends the Commission approve an amendment to the Agreement to increase the total Agreement amount by $20,000 to cover the additional work provided by Conceptual Communications due to the reopening marketing efforts, through the end of the Agreement.

Attachments:

Ex.1 – Town's Three-Year Strategic Marketing Plan
Ex.2 – Conceptual Communications Three Year Continuing Services Agreement
Ex.3 – Amendment to the Agreement
Ex.4 – Resolution 2021-45

CONTINUING SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMUNICATIONS, LLC

CONTINUING SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMUNICATIONS, LLC

THIS AGREEMENT is made between the Town of Lauderdale By-The-Sea, Florida, a Florida municipal corporation (hereinafter referred to as the "TOWN") and CONCEPTUAL COMMUNICATIONS LLC, a Limited Liability Company authorized to do business in the State of Florida, (hereinafter referred to as the "CONTRACTOR"), whose principal place of business is 901 Progresso Drive, Suite 210, Fort Lauderdale, FL 33304.

WHEREAS, pursuant to TOWN RFP No.18-09-01 (the "RFP"), the TOWN requested proposals from qualified firms and selected the CONTRACTOR to provide professional marketing services to implement the three year strategic marketing plan for the TOWN ("Plan"); and

WHEREAS, the Town Commission engaged the services of Contractor at the January 10, 2018 meeting to develop the Plan, approved the Plan on July 24, 2018, and engaged Contractor to implement the plan RFP 18-09-01 on October 23, 2018, and

WHEREAS, the CONTRACTOR is willing and able to perform such professional, services for the TOWN within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Agreement"); and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONTRACTOR agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount to be paid by the TOWN for the CONTRACTOR's implementation of the Plan under this Agreement, as set forth in each Work Authorization, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** The expenses directly attributable to the Work Authorization and for which the TOWN agrees in advance in writing are costs the TOWN will reimburse to the CONTRACTOR. Reimbursable expenses may include the actual cost of the work outlined in the Plan.

1.3 **Work Authorization:** An agreement to provide services for a particular project or service. This Agreement is deemed incorporated into all future Work Authorizations between the parties.

1.4 **Travel Expenses:** Travel expenses or expenses incurred by Contractor within or outside of Broward County related to performing the services for a particular project under this Agreement. Travel expenses, whether to the specific project or otherwise, shall not be reimbursed unless CONTRACTOR has secured advance written authorization for such expenses from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN'S adopted travelpolicy.

SECTION 2. WORKAUTHORIZATIONS/SCOPEOFSERVICES/COMPENSATION

2.1 The CONTRACTOR shall provide professional services to implement the Plan to the TOWN under a Work Authorization as approved from time to time by either the Town Commission or Town Manager. There is no minimum amount of service guaranteed by this agreement.

2.2 The Town Manager may enter into negotiations with the CONTRACTOR for a Work Authorization(s) under the terms and conditions of this Agreement. The TOWN shall initiate the negotiations by providing the CONTRACTOR with a "Scope of Services Request," requesting a proposal to provide the described services. The CONTRACTOR shall prepare a proposal which shall include those subjects specified in subsection 2.3 (a) through (d). The Town Manager or designated representative and CONTRACTOR shall negotiate the terms of the Work Authorization in accordance with the provisions of this Section.

2.3 The TOWN and CONTRACTOR shall utilize as the agreement for each Work Authorization, a copy of the form attached as Exhibit "A". Each Work Authorization is deemed to have the terms of this Agreement incorporated therein and will set forth, among other things, the following:

a. The scope ofservices and tasks to be performed in conformance with the Plan that was approved by Commission on July 24, 2018;

b. The schedule and calendar to perform various tasks of the scope ofservices approved, in writing, in advance by Town;
The amount and type of compensation and the payment schedule; and

c. The CONTRACTOR'S Project Manager and any subcontractors assigned to the Work Authorization.

2.4 The Town agrees to pay the CONTRACTOR compensation, as set forth in each negotiated Work Authorization. Total compensation under this Agreement shall not exceed $131,700.

2.5 If the CONTRACTOR's services for a particular project are required on an hourly basis, the CONTRACTOR shall charge the TOWN for professional services at those hourly fees as specified in **Exhibit "B"** attached hereto and incorporated herein for all purposes. The Work Authorization shall specify that the CONTRACTOR's services shall be provided on an hourly basis with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.

2.6 Estimates of Work: Services shall be mutually agreed upon in writing by the CONSULTANT and Town in the form estimates to be attached.

2.7 CONTRACTOR shall invoice the TOWN on a monthly basis for services rendered the previous month, or as otherwise set forth in the Work Authorization. The invoice shall identify work completed, by whom, and the percentage of the Work Authorization completed. After receipt of the invoice, the TOWN shall notify CONTRACTOR of any discrepancies or disputed items on the invoice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONTRACTOR. The TOWN shall pay the CONTRACTOR the undisputed portion of the invoice within thirty (30) days of receipt of the invoice. The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice. In the event of a disputed invoice or portion of an invoice, mediation between the TOWN and CONTRACTOR shall be held by the Town Manager during the aforesaid forty-five (45) day period.

2.8 Performance of work by CONTRACTOR prior to execution of a Work Authorization shall be at CONTRACTOR's sole risk. Time is of the essence with regard to time frames stated herein and in any Work Authorization issued hereunder.

2.9 The Town Manager is authorized to negotiate and execute a Work Authorization for projects in which the total of CONTRACTOR'S services under this Agreement does not exceed the total amount of compensation provided for in this Agreement, unless formally increased by the Town Commission. Pursuant to the Purchasing Manual, the Town Manager may negotiate and execute another agreement with CONTRACTOR for services that fall outside the scope of this Agreement so long as it is below the Town Manager's authority (currently $15,000). Should the Town Commission formally increase the Town Manager's authority to execute Work Authorizations, this Agreement shall automatically be adjusted to reflect that higher authority level.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for one (1) year, unless

and until terminated pursuant to the terms of this Agreement. This Agreement may be renewed by TOWN for two (2) one-year extensions. Each Work Authorization shall specify the scope of work and period of service agreed to by the TOWN and CONTRACTOR for services to be rendered under said Work Authorization.

3.2 **Termination For Convenience.** Either party to this Agreement shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, with thirty (30) calendar days' written notice. If any such termination notice is provided by the TOWN, the CONTRACTOR shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONTRACTOR, the TOWN shall pay to the CONTRACTOR its reasonable costs actually incurred as of the date of notice.

3.3 **Termination of Work Authorization** - Work Authorization(s) may be terminated through the following provisions:

a. **For Cause.** A Work Authorization may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons a Work Authorization or causes it to be terminated by the TOWN, the CONTRACTOR shall indemnify the TOWN against any loss pertaining to the termination. In the event that the CONTRACTOR is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience as referenced below.

b. **For Convenience.** A Work Authorization may be terminated by the TOWN for convenience upon fourteen (14) calendar days' written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall incur no further obligations in connection with the specific project and shall, to the extent possible, terminate any outstanding third party obligations with regard to the specific project. The CONTRACTOR shall be compensated for all services performed to the satisfaction of the TOWN and for approved Reimbursable Expenses incurred prior to the date of termination. The CONTRACTOR shall promptly submit its invoice for final payment and reimbursement. Under no circumstances shall the TOWN make any payment to the CONTRACTOR for services which have not been performed or for any lost profit.

c. **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the TOWN, the CONTRACTOR shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein through no fault of the CONTRACTOR, the TOWN shall pay to the CONTRACTOR its reasonable costs, actually incurred

resulting from such suspension.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes in Work Authorizations.** In the event that CONTRACTOR believes that work outside of the scope of the Work Authorization has been requested or must be undertaken, CONTRACTOR will notify the Town in writing and may not expect compensation for performing the work in question unless the TOWN agrees to such compensation through a TOWN approved amendment to the Work Authorization. If it is agreed in writing by TOWN that additional services are warranted, CONTRACTOR shall begin work after Commission or Town Manager approval, as applicable.

4.2 **Non-Exclusive Agreement.** The TOWN may issue solicitations for the type of services addressed hereunder at any time and may utilize the services of any other contractor or vendor for the same or similar services. Nothing in this Agreement shall be construed to give the CONTRACTOR a right to perform services for a specific project. No specific quantity of work is guaranteed or offered hereunder by TOWN.

4.3 **Disclaimer of Joint Venture.** CONTRACTOR and Town warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between TOWN and CONTRACTOR. CONTRACTOR shall be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terns of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of TOWN. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are employees of TOWN.

4.4 **Right of Inspection:** The Town Manager or his designee shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

SECTION 5. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the termination shall survive the termination and shall remain in full force and effect unless and until the terms or conditions are completed.

SECTION 6. TOWN'S RESPONSIBILITIES

6.1 TOWN shall assist CONTRACTOR by placing at its disposal available information that is pertinent to the Work Authorization as may be requested in writing by the CONTRACTOR and allow reasonable access to pertinent information relating to the services to be performed by CONTRACTOR.

6.2 Arrange for access to and make all provisions for CONTRACTOR to enter upon public property as required for CONTRACTOR to perform services.

SECTION 7. ETHICS

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

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

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

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

SECTION 8. POLICY OF NON-DISCRIMINATION/WAGES

8.1 The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

8.2 If the Project is funded with federal and/or state funds, CONTRACTOR shall become familiar with and agrees to comply with all applicable provisions of federal, state and local law governing such funding.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONTRACTOR pursuant to any Work Authorization, shall become the property of the TOWN, whether the Work Authorization for which they are made is completed or not, and shall be delivered by CONTRACTOR to the TOWN within ten (10) working days after receipt of written notice requesting delivery of said documents or digital files. In no event shall the CONTRACTOR, use, or permit to be used any of such documents without TOWN'S prior

written consent.

9.2 All subcontracts for any Work Authorization shall provide that all such documents referenced in this Section shall become the property of the TOWN.

9.3 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in PDF, spread sheets in Microsoft Excel, and written documentation should be provided in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies and delivery of electronic copies as applicable.

9.4 Non-Solicitation. TOWN acknowledges that any introductions or relationships concerning communications/PR/media opportunities and potential transactions, situations, and/or persons (collectively, the "Business Opportunity"), is the personal property of CONTRACTOR. For this reason, during the term of this Agreement, TOWN agrees not to contact, or initiate contact with, at any time, for any purpose, directly or indirectly, any Business Opportunity introduced by CONTRACTOR, or any officer, director, shareholder, consultant, attorney, employee, agent or other affiliate of the Business Opportunity, unless such approval is specifically granted in written form by CONTRACTOR on a case by case basis. During the term of this Agreement, all communications of TOWN and its affiliates with any Business Opportunity shall be through CONTRACTOR only, unless otherwise expressly permitted by CONTRACTOR. During the term of this Agreement, all direct communications of TOWN and/or its affiliates with the Business Opportunity, if permitted, shall be immediately copied to CONTRACTOR. In the event TOWN has a business or other relationship with any entity involved with the Business Opportunity which pre-exists the disclosure of the Business Opportunity, TOWN shall notify CONTRACTOR in writing of same.

9.5 Upon termination of this Agreement, a copy of all of the CONTRACTOR's work product shall become the property of the TOWN and, at the expense of the CONTRACTOR, the CONTRACTOR shall, within ten (10) working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, in its original format, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONTRACTOR pertaining to this Agreement. Further, upon the TOWN'S request, the CONTRACTOR shall assign its rights, title, and interest under any subcontractor's agreements to the TOWN.

SECTION 10. RECORDS/AUDITS

10.1 CONTRACTOR shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to this Agreement and any Work Authorizations under this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the

Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Work Authorization. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance to the CONTRACTOR of any fees or expenses based upon such entries.

10.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as follows:

a) Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement required by the City to perform the service.

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

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.

d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor shall be delivered to the City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

e) The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

f) Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

10.3 Refusal of the CONTRACTOR to comply with the provisions of this Section shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Work Authorization.

SECTION 11. NO CONTINGENT FEE

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

SECTION 12. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor under this Agreement and any Work Authorizations. Personal services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Work Authorizations shall be those of the CONTRACTOR.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 This Agreement shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the TOWN, which may be withheld in TOWN'S sole discretion.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs arise directly or indirectly from this Agreement or a Work Authorization issued hereunder, or are caused by the acts or failure to act by CONTRACTOR or any persons employed or utilized by the

CONTRACTOR in the performance of this Agreement or any related Work Authorization. The CONTRACTOR'S obligations under this Section shall survive termination of this Agreement and any related Work Authorization.

SECTION 15. INSURANCE

15.1 The CONTRACTOR shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as may be incurred under any Work Authorization. Contractor shall provide evidence of professional liability insurance in the amount of at least $300,000.00 per incident and workers compensation insurance in compliance with the insurance laws of the state of Florida. Other insurance will be as TOWN specifies before execution of any Work authorization and must be issued by an insurance company rated B+ or better (A.M. Best rating). The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

15.2 Prior to execution of any Work Authorization, the CONTRACTOR shall provideto the Town Manager, Certificates of Insurance evidencing the required insurance. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically Name the TOWN as additionally insured. The TOWN reserves the right to require the CONTRACTOR to provide a certified copy of the policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services under this Agreement or a Work Authorization, renewal certificates of insurance or policies shall be furnished to TOWN thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

15.3 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The Town Manager may require the CONTRACTOR, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

15.4 The TOWN reserves the right to change the insurance requirements to meet the circumstances of a particular Work Authorization.

15.5 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The Town Manager may

require the CONTRACTOR, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

15.6 The TOWN reserves the right to change the insurance requirements to meet the circumstances of a particular Work Authorization.

SECTION 16. REPRESENTATIVE OF TOWN AND CONTRACTOR

16.1 **TOWN Representative.** The TOWN designates the Town Manager or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 **CONTRACTOR Representative.** CONTRACTOR shall inform the TOWN Representative, in writing, of the representative of the CONTRACTOR to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 17. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

17.1 If either the TOWN or CONTRACTOR is required to enforce the terms of this Agreement or any Work Authorization by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

17.2 In the event of any litigation arising out of this Agreement or any Work Authorization, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. CONTRACTOR'S RESPONSIBILITIES

19.1 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services under this Agreement and any related Work Authorization as is ordinarily provided by a professional marketing, advertising and graphic design firm under similar circumstances. If at any time during the term hereof during the performance

of any Work Authorization, it is determined that the CONTRACTOR'S work is inadequate, incorrect, defective or fails to conform to the requirements a particular Work Authorization, upon written notification from the TOWN, the CONTRACTOR shall immediately proceed to correct the work, re-perform services which failed to satisfy the required standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work. The TOWN'S rights and remedies under this Section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement or the Work Authorization.

19.2 The CONTRACTOR'S obligations under this Section shall survive termination of this Agreement or related Work Authorization.

SECTION 20. SUBCONTRACTORS

20.1 In the event the CONTRACTOR requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONTRACTOR must secure the prior written approval of the Town Manager.

20.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONTRACTOR for any subcontractors that have not been previously approved by the TOWN for use by the CONTRACTOR.

SECTION 21 NOTICES:

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:
Laurie Menekou, Owner
901 Progresso Drive, 210
Ft. Lauderdale, FL 33304
Telephone: (954) 732-0754

FOR TOWN:
Town of Lauderdale by-the-Sea
Attention: Bud Bentley, Town Manager
4501 Ocean Drive

Lauderdale by-the-Sea, Florida
33308 Telephone: (954)640-4200

With a copy to:
Town of Lauderdale –By-The Sea
Attention: Town Attorney
4501 Ocean Drive
Lauderdale by-the-Sea, Florida
33308 Telephone: (954)7640-4200

SECTION 22. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.

SECTION 23. GOVERNING LAW

This Agreement and any Work Authorization shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 24. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 25. EXHIBITS

Each Exhibit and all Contract Documents referred to in this Agreement form an essential part of this Agreement. The Exhibits and Contract Documents, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 26. SEVERABILITY

If any provision of this Agreement or any Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 27. SCRUTINIZED COMPANIES.

27.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed

on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

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

SECTION 28. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

Bud Bentley, Town Manager

Date: 1-16-2019

Attest:
Tedra Allen, Town Clerk

CONCEPTUAL COMMUNICATIONS, LLC

Laurie Menekou, Owner

Date: 1/9/2019

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT "A"

WORK AUTHORIZATION

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMNICATIONS LLC
for

Work Authorization No. 1

[INSERT NAME OF PROJECT]

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES
TOWN OF LAUDERDALE BY-THE-SEA

Contractor: CONCEPTUAL COMMUNICATIONS, LLC

Address: 901 Progresso Drive #210 Fort Lauderdale FL 33305

Solicitation Name and No. RFP 18-09-01 **Agreement Description:** Implementation of Strategic Mktg. Plan **Dated:**	**Work Authorization No.:** 1 **Effective Date: Jan. 2, 2019**
P.O. # For Work Authorization:	**Budget $46,500**

Task Description: Implementation of the first year of the Town's new Strategic Marketing Plan.

In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before:
See Exhibit "C"

The total amount or the limiting amount of the compensation will be: $4unless additional services are authorized by the Town in writing.

Compensation elements are as follows:

	Method of Compensation (Lump Sum, Hourly NTE)	Amount ($)	*Project Code*
Social Media Management	Lump Sum	$10,000	
Branding & Strategy (incl. Graphic Design)	Lump Sum	$10,000	
Public Relations/General	Lump Sum	$6,500	
Public Relations/Niche Markets	Lump Sum	$7,550	
Program Planning/Account Mgt.	Lump Sum	$5,000	
SEO & Website Management	Lump Sum	$2,500	
Trip Advisor Management	Lump Sum	$3,000	
Visit Florida Management	Lump Sum	$1,000	
Traditional Advertising Creative/Acct Mgt	Lump Sum	$1,000	
Total		$46,500	

Other Notes:
This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract dated
Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning three (3) original signed copies to the Town Manager. The Town will send you one fully executed copy.

Town of Lauderdale-By-The-Sea Approval:

Bud Bentley, Town Manager
B Bentley 1-16-19
(Signature) (Date)

Tedra Allen, Town Clerk
Tedra Allen
(Signature) (Date)

Contractor Acceptance:

File: C:\Users\mercier.WSHADMIN\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\PBDYNW91\Conceptual Communications

Contractor Name: Laurie Menekou		
Title: Owner, Conceptual Communications LLC	(Signature)	1/9/2018 (Date)

Exhibit A

Scope of Services

Implementation of Strategic Marketing Plan

1. General Destination Marketing Consultation: Advice related to the current and future initiatives proposed in Broward County, general tourism within the state, and by Florida tourism and related associations.

2. Professional Assistance in Implementation: Assistance in managing and updating the Town's three-year strategic marketing plan as the market adjusts to new strategies.

3. Copywriting: Create digital and print content as directed in the Town's three-year strategic marketing plan that complements Town's branding and voice.

4. Branding/Artwork: Develop creative concepts and products with Town's designer in alignment with Town's branding for campaigns and tactics outlined in the Plan such as: digital and print newsletters, brochures, banners, flyers, slide presentations, videos, website banners, and any other informational literature or multi-media presentations.

5. Traditional Media: Plan, negotiate and implement co-operative destination marketing media buys, which may include hotel and business cooperatives, as outlined in the Plan.

6. Digital Marketing: Develop, implement and measure tactical Internet plans as outlined in the Plan. This may include outreach targeted at businesses, tourism, website blog, other online communities and other digital communication channels, based on Town priorities, such as Trip Advisor, Google My Business, Google Ads, Retargeting, Instagram, Twitter, Sunny.org, Visit Florida, as well as search engine optimization and related search engine indexing tactics.

7. Email List Management and Deployment: Manage all aspects of the email marketing system as outlined in the Plan. This may include data management, such as segmenting, updating, and deployment to various targets, such as Town residents, businesses' calls to action, newsletter sign ups, and Visit Florida inquiries.

8. Surveying/Polling: Develop and administer online and in person surveys as outlined in the Town's three-year strategic marketing plan.

9. Web Mastering Services: Conduct applicable website updates and maintenance as requested, associated with tactics outlined in the Town's three-year strategic marketing plan.

10. Media Communications: Plan, create, manage and measure public relations services that effectively and efficiently work to accomplish the goals established in the Town's three-year strategic marketing plan. This may include pitching stories and FAM trips related to Town publications, Internet sites, influencers, bloggers, and other
tourism outlets.

11. General Destination Marketing Consultation: Provide recommendations related to the current and future initiatives proposed in Broward County, general tourism within the state, and by Florida tourism and related associations as they relate to the effectively implementing the Town's three-year strategic marketing plan.

Exhibit B

Hourly Compensation Rates

Lauderdale-By-The-Sea

Conceptual Communications, LLC

Hourly Billing Rates

Professional Assistance in Implementation	Principal: $125/hour
	Marketing Manager: $75/hour
	Project Coordinator/Admin: $45/hour
Copywriting	Content Strategist: $65/hour
Branding/Artwork	Creative Director: $95/hour
	Graphic Designer: $75/hour
	Photography: $175/hour
Traditional Media	Senior Account Executive: $125/hour
	Junior Account Executive: $55/hour
Digital Marketing	Digital Marketing Manager: $75/hour
	Digital Marketing Associate: $65/hour
Email List Management & Deployment	Digital Marketing Manager: $75/hour
	Digital Marketing Associate: $65/hour
Surveying/Polling	Principle Planner & Development: $95/hour
	Street Team: $45/hour
Web Mastering Services	Web Developer: $95/hour
	Digital Marketing Manager: $75/hour
	Content Strategist: $65/hour
Media Communications	Public Relations Manager: $95/hour
	Public Relations Associate: $65/hour
General Destination Marketing Consultation	Project Manager: $125/hour
	Marketing Manager: $75/hour
	Project Coordinator: $45/hour

The hourly rates listed for Lauderdale-By-The-Sea are the best rates provided by Conceptual Communications to any government entity in Broward County.

CONTINUING SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMUNICATIONS, LLC

CONTINUING SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMUNICATIONS, LLC

THIS AGREEMENT is made between the Town of Lauderdale By-The-Sea, Florida, a Florida municipal corporation (hereinafter referred to as the "TOWN") and CONCEPTUAL COMMUNICATIONS LLC, a Limited Liability Company authorized to do business in the State of Florida, (hereinafter referred to as the "CONTRACTOR"), whose principal place of business is 901 Progresso Drive, Suite 210, Fort Lauderdale, FL 33304.

WHEREAS, pursuant to TOWN RFP No.18-09-01 (the "RFP"), the TOWN requested proposals from qualified firms and selected the CONTRACTOR to provide professional marketing services to implement the three year strategic marketing plan for the TOWN ("Plan"); and

WHEREAS, the Town Commission engaged the services of Contractor at the January 10, 2018 meeting to develop the Plan, approved the Plan on July 24, 2018, and engaged Contractor to implement the plan RFP 18-09-01 on October 23, 2018, and

WHEREAS, the CONTRACTOR is willing and able to perform such professional, services for the TOWN within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Agreement"); and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONTRACTOR agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount to be paid by the TOWN for the CONTRACTOR's implementation of the Plan under this Agreement, as set forth in each Work Authorization, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** The expenses directly attributable to the Work Authorization and for which the TOWN agrees in advance in writing are costs the TOWN will reimburse to the CONTRACTOR. Reimbursable expenses may include the actual cost of the work outlined in the Plan.

1.3 **Work Authorization:** An agreement to provide services for a particular project or service. This Agreement is deemed incorporated into all future Work Authorizations between the parties.

1.4 **Travel Expenses:** Travel expenses or expenses incurred by Contractor within or outside of Broward County related to performing the services for a particular project under this Agreement. Travel expenses, whether to the specific project or otherwise, shall not be reimbursed unless CONTRACTOR has secured advance written authorization for such expenses from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN'S adopted travel policy.

SECTION 2. WORK AUTHORIZATIONS/SCOPE OF SERVICES/COMPENSATION

2.1 The CONTRACTOR shall provide professional services to implement the Plan to the TOWN under a Work Authorization as approved from time to time by either the Town Commission or Town Manager. There is no minimum amount of service guaranteed by this agreement.

2.2 The Town Manager may enter into negotiations with the CONTRACTOR for a Work Authorization(s) under the terms and conditions of this Agreement. The TOWN shall initiate the negotiations by providing the CONTRACTOR with a "Scope of Services Request," requesting a proposal to provide the described services. The CONTRACTOR shall prepare a proposal which shall include those subjects specified in subsection 2.3 (a) through (d). The Town Manager or designated representative and CONTRACTOR shall negotiate the terms of the Work Authorization in accordance with the provisions of this Section.

2.3 The TOWN and CONTRACTOR shall utilize as the agreement for each Work Authorization, a copy of the form attached as Exhibit "A". Each Work Authorization is deemed to have the terms of this Agreement incorporated therein and will set forth, among other things, the following:

a. The scope of services and tasks to be performed in conformance with the Plan that was approved by Commission on July 24, 2018;

b. The schedule and calendar to perform various tasks of the scope of services approved, in writing, in advance by Town;
The amount and type of compensation and the payment schedule; and

c. The CONTRACTOR'S Project Manager and any subcontractors assigned to the Work Authorization.

2.4 The Town agrees to pay the CONTRACTOR compensation, as set forth in each negotiated Work Authorization. Total compensation under this Agreement shall not exceed $131,700.

2.5 If the CONTRACTOR's services for a particular project are required on an hourly basis, the CONTRACTOR shall charge the TOWN for professional services at those hourly fees as specified in **Exhibit "B"** attached hereto and incorporated herein for all purposes. The Work Authorization shall specify that the CONTRACTOR's services shall be provided on an hourly basis with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.

2.6 Estimates of Work: Services shall be mutually agreed upon in writing by the CONSULTANT and Town in the form estimates to be attached.

2.7 CONTRACTOR shall invoice the TOWN on a monthly basis for services rendered the previous month, or as otherwise set forth in the Work Authorization. The invoice shall identify work completed, by whom, and the percentage of the Work Authorization completed. After receipt of the invoice, the TOWN shall notify CONTRACTOR of any discrepancies or disputed items on the invoice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONTRACTOR. The TOWN shall pay the CONTRACTOR the undisputed portion of the invoice within thirty (30) days of receipt of the invoice. The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice. In the event of a disputed invoice or portion of an invoice, mediation between the TOWN and CONTRACTOR shall be held by the Town Manager during the aforesaid forty-five (45) day period.

2.8 Performance of work by CONTRACTOR prior to execution of a Work Authorization shall be at CONTRACTOR's sole risk. Time is of the essence with regard to time frames stated herein and in any Work Authorization issued hereunder.

2.9 The Town Manager is authorized to negotiate and execute a Work Authorization for projects in which the total of CONTRACTOR'S services under this Agreement does not exceed the total amount of compensation provided for in this Agreement, unless formally increased by the Town Commission. Pursuant to the Purchasing Manual, the Town Manager may negotiate and execute another agreement with CONTRACTOR for services that fall outside the scope of this Agreement so long as it is below the Town Manager's authority (currently $15,000). Should the Town Commission formally increase the Town Manager's authority to execute Work Authorizations, this Agreement shall automatically be adjusted to reflect that higher authority level.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for one (1) year, unless

and until terminated pursuant to the terms of this Agreement. This Agreement may be renewed by TOWN for two (2) one-year extensions. Each Work Authorization shall specify the scope of work and period of service agreed to by the TOWN and CONTRACTOR for services to be rendered under said Work Authorization.

3.2 **Termination For Convenience.** Either party to this Agreement shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, with thirty (30) calendar days' written notice. If any such termination notice is provided by the TOWN, the CONTRACTOR shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONTRACTOR, the TOWN shall pay to the CONTRACTOR its reasonable costs actually incurred as of the date of notice.

3.3 **Termination of Work Authorization** - Work Authorization(s) may be terminated through the following provisions:

a. **For Cause.** A Work Authorization may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons a Work Authorization or causes it to be terminated by the TOWN, the CONTRACTOR shall indemnify the TOWN against any loss pertaining to the termination. In the event that the CONTRACTOR is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience as referenced below.

b. **For Convenience.** A Work Authorization may be terminated by the TOWN for convenience upon fourteen (14) calendar days' written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall incur no further obligations in connection with the specific project and shall, to the extent possible, terminate any outstanding third party obligations with regard to the specific project. The CONTRACTOR shall be compensated for all services performed to the satisfaction of the TOWN and for approved Reimbursable Expenses incurred prior to the date of termination. The CONTRACTOR shall promptly submit its invoice for final payment and reimbursement. Under no circumstances shall the TOWN make any payment to the CONTRACTOR for services which have not been performed or for any lost profit.

c. **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the TOWN, the CONTRACTOR shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein through no fault of the CONTRACTOR, the TOWN shall pay to the CONTRACTOR its reasonable costs, actually incurred

resulting from such suspension.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes in Work Authorizations.** In the event that CONTRACTOR believes that work outside of the scope of the Work Authorization has been requested or must be undertaken, CONTRACTOR will notify the Town in writing and may not expect compensation for performing the work in question unless the TOWN agrees to such compensation through a TOWN approved amendment to the Work Authorization. If it is agreed in writing by TOWN that additional services are warranted, CONTRACTOR shall begin work after Commission or Town Manager approval, as applicable.

4.2 **Non-Exclusive Agreement.** The TOWN may issue solicitations for the type of services addressed hereunder at any time and may utilize the services of any other contractor or vendor for the same or similar services. Nothing in this Agreement shall be construed to give the CONTRACTOR a right to perform services for a specific project. No specific quantity of work is guaranteed or offered hereunder by TOWN.

4.3 **Disclaimer of Joint Venture.** CONTRACTOR and Town warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between TOWN and CONTRACTOR. CONTRACTOR shall be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terns of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of TOWN. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are employees of TOWN.

4.4 **Right of Inspection:** The Town Manager or his designee shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

SECTION 5. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the termination shall survive the termination and shall remain in full force and effect unless and until the terms or conditions are completed.

SECTION 6. TOWN'S RESPONSIBILITIES

6.1 TOWN shall assist CONTRACTOR by placing at its disposal available information that is pertinent to the Work Authorization as may be requested in writing by the CONTRACTOR and allow reasonable access to pertinent information relating to the services to be performed by CONTRACTOR.

6.2 Arrange for access to and make all provisions for CONTRACTOR to enter upon public property as required for CONTRACTOR to perform services.

SECTION 7. ETHICS

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

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

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

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

SECTION 8. POLICY OF NON-DISCRIMINATION/WAGES

8.1 The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

8.2 If the Project is funded with federal and/or state funds, CONTRACTOR shall become familiar with and agrees to comply with all applicable provisions of federal, state and local law governing such funding.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONTRACTOR pursuant to any Work Authorization, shall become the property of the TOWN, whether the Work Authorization for which they are made is completed or not, and shall be delivered by CONTRACTOR to the TOWN within ten (10) working days after receipt of written notice requesting delivery of said documents or digital files. In no event shall the CONTRACTOR, use, or permit to be used any of such documents without TOWN'S prior

written consent.

9.2 All subcontracts for any Work Authorization shall provide that all such documents referenced in this Section shall become the property of the TOWN.

9.3 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in PDF, spread sheets in Microsoft Excel, and written documentation should be provided in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies and delivery of electronic copies as applicable.

9.4 Non-Solicitation. TOWN acknowledges that any introductions or relationships concerning communications/PR/media opportunities and potential transactions, situations, and/or persons (collectively, the "Business Opportunity"), is the personal property of CONTRACTOR. For this reason, during the term of this Agreement, TOWN agrees not to contact, or initiate contact with, at any time, for any purpose, directly or indirectly, any Business Opportunity introduced by CONTRACTOR, or any officer, director, shareholder, consultant, attorney, employee, agent or other affiliate of the Business Opportunity, unless such approval is specifically granted in written form by CONTRACTOR on a case by case basis. During the term of this Agreement, all communications of TOWN and its affiliates with any Business Opportunity shall be through CONTRACTOR only, unless otherwise expressly permitted by CONTRACTOR. During the term of this Agreement, all direct communications of TOWN and/or its affiliates with the Business Opportunity, if permitted, shall be immediately copied to CONTRACTOR. In the event TOWN has a business or other relationship with any entity involved with the Business Opportunity which pre-exists the disclosure of the Business Opportunity, TOWN shall notify CONTRACTOR in writing of same.

9.5 Upon termination of this Agreement, a copy of all of the CONTRACTOR's work product shall become the property of the TOWN and, at the expense of the CONTRACTOR, the CONTRACTOR shall, within ten (10) working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, in its original format, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONTRACTOR pertaining to this Agreement. Further, upon the TOWN'S request, the CONTRACTOR shall assign its rights, title, and interest under any subcontractor's agreements to the TOWN.

SECTION 10. RECORDS/AUDITS

10.1 CONTRACTOR shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to this Agreement and any Work Authorizations under this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the

Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Work Authorization. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance to the CONTRACTOR of any fees or expenses based upon such entries.

10.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as follows:

a) Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement required by the City to perform the service.

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

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.

d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor shall be delivered to the City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

e) The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

f) Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebythesea.fl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

10.3 Refusal of the CONTRACTOR to comply with the provisions of this Section shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Work Authorization.

SECTION 11. NO CONTINGENT FEE

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

SECTION 12. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor under this Agreement and any Work Authorizations. Personal services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Work Authorizations shall be those of the CONTRACTOR.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 This Agreement shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the TOWN, which may be withheld in TOWN'S sole discretion.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs arise directly or indirectly from this Agreement or a Work Authorization issued hereunder, or are caused by the acts or failure to act by CONTRACTOR or any persons employed or utilized by the

CONTRACTOR in the performance of this Agreement or any related Work Authorization. The CONTRACTOR'S obligations under this Section shall survive termination of this Agreement and any related Work Authorization.

SECTION 15. INSURANCE

15.1 The CONTRACTOR shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as may be incurred under any Work Authorization. Contractor shall provide evidence of professional liability insurance in the amount of at least $300,000.00 per incident and workers compensation insurance in compliance with the insurance laws of the state of Florida. Other insurance will be as TOWN specifies before execution of any Work authorization and must be issued by an insurance company rated B+ or better (A.M. Best rating). The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

15.2 Prior to execution of any Work Authorization, the CONTRACTOR shall provideto the Town Manager, Certificates of Insurance evidencing the required insurance. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically Name the TOWN as additionally insured. The TOWN reserves the right to require the CONTRACTOR to provide a certified copy of the policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services under this Agreement or a Work Authorization, renewal certificates of insurance or policies shall be furnished to TOWN thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

15.3 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The Town Manager may require the CONTRACTOR, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

15.4 The TOWN reserves the right to change the insurance requirements to meet the circumstances of a particular Work Authorization.

15.5 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The Town Manager may

require the CONTRACTOR, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

15.6 The TOWN reserves the right to change the insurance requirements to meet the circumstances of a particular Work Authorization.

SECTION 16. REPRESENTATIVE OF TOWN AND CONTRACTOR

16.1 **TOWN Representative.** The TOWN designates the Town Manager or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 **CONTRACTOR Representative.** CONTRACTOR shall inform the TOWN Representative, in writing, of the representative of the CONTRACTOR to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 17. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

17.1 If either the TOWN or CONTRACTOR is required to enforce the terms of this Agreement or any Work Authorization by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

17.2 In the event of any litigation arising out of this Agreement or any Work Authorization, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. CONTRACTOR'S RESPONSIBILITIES

19.1 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services under this Agreement and any related Work Authorization as is ordinarily provided by a professional marketing, advertising and graphic design firm under similar circumstances. If at any time during the term hereof during the performance

of any Work Authorization, it is determined that the CONTRACTOR'S work is inadequate, incorrect, defective or fails to conform to the requirements a particular Work Authorization, upon written notification from the TOWN, the CONTRACTOR shall immediately proceed to correct the work, re-perform services which failed to satisfy the required standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work. The TOWN'S rights and remedies under this Section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement or the Work Authorization.

19.2 The CONTRACTOR'S obligations under this Section shall survive termination of this Agreement or related WorkAuthorization.

SECTION 20. SUBCONTRACTORS

20.1 In the event the CONTRACTOR requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONTRACTOR must secure the prior written approval of the Town Manager.

20.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONTRACTOR for any subcontractors that have not been previously approved by the TOWN for use by the CONTRACTOR.

SECTION 21 NOTICES:

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:
Laurie Menekou, Owner
901 Progresso Drive, 210
Ft. Lauderdale, FL 33304
Telephone: (954) 732-0754

FOR TOWN:
Town of Lauderdale by-the-Sea
Attention: Bud Bentley, Town Manager
4501 Ocean Drive

Lauderdale by-the-Sea, Florida
33308 Telephone: (954)640-4200

With a copy to:
Town of Lauderdale –By-The Sea
Attention: Town Attorney
4501 Ocean Drive
Lauderdale by-the-Sea, Florida
33308 Telephone: (954)7640-4200

SECTION 22. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.

SECTION 23. GOVERNING LAW

This Agreement and any Work Authorization shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 24. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 25. EXHIBITS

Each Exhibit and all Contract Documents referred to in this Agreement form an essential part of this Agreement. The Exhibits and Contract Documents, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 26. SEVERABILITY

If any provision of this Agreement or any Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 27. SCRUTINIZED COMPANIES.

27.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed

on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

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

SECTION 28. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

Bud Bentley, Town Manager

Date: 1-16-2019

Attest:
Tedra Allen, Town Clerk

CONCEPTUAL COMMUNICATIONS, LLC

Laurie Menekou, Owner

Date: 1/9/2019

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT "A"

WORK AUTHORIZATION

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

CONCEPTUAL COMMNICATIONS LLC
for

Work Authorization No. 1

[INSERT NAME OF PROJECT]

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES
TOWN OF LAUDERDALE BY-THE-SEA

Contractor: CONCEPTUAL COMMUNICATIONS, LLC

Address: 901 Progresso Drive #210 Fort Lauderdale FL 33305

Solicitation Name and No. RFP 18-09-01 **Agreement Description:** Implementation of Strategic Mktg. Plan **Dated:**	**Work Authorization No.:** 1 **Effective Date: Jan. 2, 2019**
P.O. # For Work Authorization:	**Budget $46,500**

Task Description: Implementation of the first year of the Town's new Strategic Marketing Plan.

In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before:
See Exhibit "C"

The total amount or the limiting amount of the compensation will be: $4unless additional services are authorized by the Town in writing.

Compensation elements are as follows:

	Method of Compensation (Lump Sum, Hourly NTE)	Amount ($)	*Project Code*
Social Media Management	Lump Sum	$10,000	
Branding & Strategy (incl. Graphic Design)	Lump Sum	$10,000	
Public Relations/General	Lump Sum	$6,500	
Public Relations/Niche Markets	Lump Sum	$7,550	
Program Planning/Account Mgt.	Lump Sum	$5,000	
SEO & Website Management	Lump Sum	$2,500	
Trip Advisor Management	Lump Sum	$3,000	
Visit Florida Management	Lump Sum	$1,000	
Traditional Advertising Creative/Acct Mgt	Lump Sum	$1,000	
Total		**$46,500**	

Other Notes:
This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract dated
Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning three (3) original signed copies to the Town Manager. The Town will send you one fully executed copy.

Town of Lauderdale-By-The-Sea Approval:

Bud Bentley, Town Manager

(Signature) 1-16-19 (Date)

Tedra Allen, Town Clerk

(Signature) (Date)

Contractor Acceptance:

File: C:\Users\meerice.WSHADMIN\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\PFDYNW91\Conceptual Communications

Contractor Name: Laurie Menekou Title: Owner, Conceptual Communications LLC	(Signature)	1/9/2018 (Date)

Exhibit A

Scope of Services

Implementation of Strategic Marketing Plan

1. General Destination Marketing Consultation: Advice related to the current and future initiatives proposed in Broward County, general tourism within the state, and by Florida tourism and related associations.

2. Professional Assistance in Implementation: Assistance in managing and updating the Town's three-year strategic marketing plan as the market adjusts to new strategies.

3. Copywriting: Create digital and print content as directed in the Town's three-year strategic marketing plan that complements Town's branding and voice.

4. Branding/Artwork: Develop creative concepts and products with Town's designer in alignment with Town's branding for campaigns and tactics outlined in the Plan such as: digital and print newsletters, brochures, banners, flyers, slide presentations, videos, website banners, and any other informational literature or multi-media presentations.

5. Traditional Media: Plan, negotiate and implement co-operative destination marketing media buys, which may include hotel and business cooperatives, as outlined in the Plan.

6. Digital Marketing: Develop, implement and measure tactical Internet plans as outlined in the Plan. This may include outreach targeted at businesses, tourism, website blog, other online communities and other digital communication channels, based on Town priorities, such as Trip Advisor, Google My Business, Google Ads, Retargeting, Instagram, Twitter, Sunny.org, Visit Florida, as well as search engine optimization and related search engine indexing tactics.

7. Email List Management and Deployment: Manage all aspects of the email marketing system as outlined in the Plan. This may include data management, such as segmenting, updating, and deployment to various targets, such as Town residents, businesses' calls to action, newsletter sign ups, and Visit Florida inquiries.

8. Surveying/Polling: Develop and administer online and in person surveys as outlined in the Town's three-year strategic marketing plan.

9. Web Mastering Services: Conduct applicable website updates and maintenance as requested, associated with tactics outlined in the Town's three-year strategic marketing plan.

10. Media Communications: Plan, create, manage and measure public relations services that effectively and efficiently work to accomplish the goals established in the Town's three-year strategic marketing plan. This may include pitching stories and FAM trips related to Town publications, Internet sites, influencers, bloggers, and other
tourism outlets.

11. General Destination Marketing Consultation: Provide recommendations related to the current and future initiatives proposed in Broward County, general tourism within the state, and by Florida tourism and related associations as they relate to the effectively implementing the Town's three-year strategic marketing plan.

Exhibit B

Hourly Compensation Rates

Lauderdale-By-The-Sea

Conceptual Communications, LLC

Hourly Billing Rates

Professional Assistance in Implementation	Principal: $125/hour
	Marketing Manager: $75/hour
	Project Coordinator/Admin: $45/hour
Copywriting	Content Strategist: $65/hour
Branding/Artwork	Creative Director: $95/hour
	Graphic Designer: $75/hour
	Photography: $175/hour
Traditional Media	Senior Account Executive: $125/hour
	Junior Account Executive: $55/hour
Digital Marketing	Digital Marketing Manager: $75/hour
	Digital Marketing Associate: $65/hour
Email List Management & Deployment	Digital Marketing Manager: $75/hour
	Digital Marketing Associate: $65/hour
Surveying/Polling	Principle Planner & Development: $95/hour
	Street Team: $45/hour
Web Mastering Services	Web Developer: $95/hour
	Digital Marketing Manager: $75/hour
	Content Strategist: $65/hour
Media Communications	Public Relations Manager: $95/hour
	Public Relations Associate: $65/hour
General Destination Marketing Consultation	Project Manager: $125/hour
	Marketing Manager: $75/hour
	Project Coordinator: $45/hour

The hourly rates listed for Lauderdale-By-The-Sea are the best rates provided by Conceptual Communications to any government entity in Broward County.

AMENDMENT NO. 1 TO
THE MARKETING CONTINUING SERVICES AGREEMENT
BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
AND
CONCEPTUAL COMMUNICATIONS, LLC

This **AMENDMENT NO. 1** is made between the **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "Town") and **CONCEPTUAL COMMUNICATIONS, LLC** (hereinafter referred to as "Contractor"), a Florida limited liability company.

WHEREAS, on January 16, 2019, the parties entered into a continuing services agreement for marketing services (the "Agreement") for implementation of the Town's three year strategic marketing plan (the "Plan"); and

WHEREAS, due to COVID-19 and the marketing efforts required during reopening, the Town requested Contractor perform additional services that were not contemplated under the Agreement, including creating a marketing update presentation, shifting to more postings when Trip Advisor increased the DMO partnership by 300%, increasing data tracking of social, paid, and earned media, and Town press mentions, and implementing the Town Commission approved month-long Merchants' Association's Shop Small Campaign (collectively, the "Unforeseen Services"); and

WHEREAS, the Unforeseen Services caused an increase in cost for implementation of the Plan; and

WHEREAS, the parties desire to amend the Agreement to increase the compensation under the Agreement to cover the increase in costs due to the Unforeseen Services.

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this First Amendment.

2. That Section 2.4 of the Agreement is hereby amended to read as follows:

> 2.4 The Town agrees to pay the Contractor compensation, as set forth in each negotiated Work Authorization. Total compensation under this Agreement shall not exceed ~~$131,700~~ $151,700.

3. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Agreement. The terms used in this Amendment have the same meaning as those used in the Agreement unless expressly noted otherwise herein.

4. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature: the Town of Lauderdale-by-the-Sea, signing by and through its Town Manager, authorized to execute same, and by the duly authorized representative of the Contractor, to execute same.

FOR TOWN:

ATTEST:

_____
Tedra Smith
Town Clerk

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors
Interim Town Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the Town of
Lauderdale-By-The-Sea only:

_____
Town Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

FOR CONTRACTOR:

WITNESS:

By: _____

Print Name: _____

Title: _____

CONCEPTUAL COMMUNICATIONS, LLC

By: _____

Print Name: _____

Title: _____

Dated: _____

RESOLUTION NO. 2021-45

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE MARKETING SERVICES AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 16, 2019, the Town and Conceptual Communications, LLC ("Conceptual Communications"), entered into a continuing services agreement for marketing services (the "Agreement") for implementation of the Town's three year strategic marketing plan (the "Plan"); and

WHEREAS, due to COVID-19 and the marketing efforts required during reopening, the Town requested that Conceptual Communications perform additional services that were not contemplated under the Agreement, including creating a marketing update presentation, shifting to more postings when Trip Advisor increased the DMO partnership by 300%, increasing data tracking of social, paid, and earned media, and Town press mentions, and implementing the Town Commission approved month-long Merchants' Association's Shop Small Campaign (collectively, the "Unforeseen Services"); and

WHEREAS, the Unforeseen Services caused an increase in cost for implementation of the Plan; and

WHEREAS, staff would like to continue to maintain our messaging until the Agreement expires in January 2022; and

WHEREAS, in order to do so, staff recommends amending the Agreement to provide an additional $20,000 to fund the Unforeseen Services, increasing the total amount of the Agreement to an amount not to exceed $151,700 (the "Amendment"); and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Amendment to the Agreement with Conceptual Communications, attached as Exhibit "A," to increase the total contract amount to an amount not to exceed $151,700.

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

SECTION 1. Recitals. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. **Amendment Approved.** The Amendment to the Agreement with Conceptual Communications, attached hereto as Exhibit "A," to increase the total contract amount to an amount not to exceed $151,700, is hereby approved.

SECTION 3. Authorization to Execute the Amendment. The Town authorizes the Interim Town Manager or designee to execute the Amendment increasing the total contract amount to an amount not to exceed $151,700, in substantially the same form as attached Exhibit "A," together with such non-substantial changes as are deemed necessary by the Interim Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Implementation. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this ___ day of August, 2021.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney