



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

Commission Workshop

Commission Workshop

Tuesday, June 29, 2021, 5:00 PM
Jarvis Hall 4505 N. Ocean Drive

CALL TO ORDER

PUBLIC COMMENT - (Comments regarding the Proposed Reconfiguration of the Downtown Parking Area and Visitor Center will be accepted)

DISCUSSION ITEM

FY22 Funding Request for the Lauderdale-By-The-Sea Visitor Center

[CoverPage.pdf](#)

[Ex. 1 - AG Chamber of Commerce.pdf](#)

[Ex. 2 LBTS Chamber Request For Welcome Center Operational Funding 5.24.21.pdf](#)

ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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



Town Commission Agenda Item Report

Meeting Date: June 29, 2021

Submitted By: Linda Connors, Interim Town Manager

Submitting Department: Administration

Item Type:

Agenda Section:

Subject Title: FY22 Funding Request for the Lauderdale-By-The-Sea Visitor Center

Explanation: On May 4, 2021, the Town received a request from the Chamber’s consultant requesting the Town pay for all funding of the Visitor’s Center moving forward. The Chamber has stated it will continue to provide oversight and management and hold a fund raiser for the Center, but payment for salaries and expenses would be funded by the Town (**Exhibit 2**). At the May 11th Town Commission meeting, the Chamber formally asked the Commission to schedule a workshop.

In the 1950’s the Commission granted the request of the Apartment Owners Association to occupy the Civic Center as Administration moved to the new Town Hall. In 1957, Ernest G. Jarvis replaced the old building and turned over as Town property for such use as the authorities designate. In 1965, the building was still referred to as the Civic Center until it was dedicated as the Chamber of Commerce Building in 1968. Since that time, the Town has covered all expenses associated with the building, its upkeep, maintenance, and groundskeeping.

In 2020, the Town invested \$95,000 in renovations of the building including painting, handicap accessibility of the entrance and bathroom, as well as improvements to the interior space including lighting, new flooring, storage, and space configuration.

The Chamber of Commerce and the Town of Lauderdale-By-The-Sea have been in partnership with the funding of the Visitor’s Center. Table 1 identifies the Town’s contributions to the operations and maintenance of the Visitor Center over the last five years.

Table 1. 5-Year Town Budgeted Visitor Center Expenses

FYE	Visitor Center Expenses*	Contractual Services **	Total for the Year
2017	\$26,592.26	\$26,340.00	\$52,932.96
2018	\$24,744.66	\$26,256.00	\$51,000.66
2019	\$26,116.26	\$26,900.00	\$53,016.26
2020	\$29,744.63	\$26,900.00	\$56,644.63
2021***	\$48,600.00	\$54,900.00	\$103,500.00

*The Visitor Center expenses include costs for building and grounds maintenance, which would be constant regardless of the use of the facility.

** Contractual Services is the amount the Town pays the Chamber for Visitor Center employee salaries

*** 2021 includes \$25,000 allocated to assist Chamber with shortfall because of COVID

The 2021 funding is significantly larger because the Town Commission approved the appropriation of \$25,000 to the Visitor Center account to assist the Chamber with the shortfall in salaries due to the negative impact that COVID had on the Chamber of Commerce's budget. These funds are made available to the Chamber on a reimbursement basis, upon submittal of payroll information to the Town.

The Visitor Center is currently managed by the Lauderdale-By-The-Sea Chamber of Commerce, per their agreement with the Town (**Exhibit 1**). The end of the first one-year extension of the Agreement is September 30, 2021, and Section 2.2 of the Agreement gives the Town the option to review for one more year. To do so, the Town must provide written notice of its intent to renew no later than July 2, 2021. The Chamber of Commerce employs two part-time staff members who provide customer service at the Visitor Center. They also oversee volunteers that provide concierge type service to anyone needing information and support on items such as lodging, area attractions, transportation, business services, and other tourism related needs.

The Chamber has provided the following information regarding the total costs associated with staffing the visitors Center.

	2017	2018	2019	2020
ACTUAL VISITOR CENTER TOTAL	\$71,845	\$46,857	\$55,933	\$54,820
TOWN OF LBTS	\$26,700	\$26,700	\$26,700	\$26,700
GFLCVB	\$20,000	\$20,000	\$20,000	\$7,000
CHAMBER SHARE	\$25,145	\$157	\$9,233	\$21,120

Town and Chamber had been successful in securing funds from the Broward Tourist Development Council in the past, but recently the funding has been significantly cut. Staff is uncertain that this funding source will continue to be available.

As you know, staff is preparing the FY22 budget which will be presented to the Commission later this summer. Staff is asking for direction from the Commission regarding the Visitor Center expense.

Option 1. Grant the Chamber's May 4th request and provide the Chamber the additional funds necessary to continue the Visitor's Center operations and allow the Chamber to continue the administration of the staff. If the Commission moves forward with this option, staff suggests that additional requirements be included in a new contract (current contract expires this September), to ensure the Town's and Chamber's responsibilities are clearly delineated.

Visitor's Center FY22 Proposed Budget	Current Visitor Center Employees
Current Town fixed Costs*	\$ 37,600.00
Salaries (Current 2 p/t employees)	\$44,932.00
Payroll Taxes	\$ 3,605.00
Payroll Fees	\$ 1,338.00
Bond Insurance	\$ 446.00
Unemployment Insurance	\$ 446.00
Workers Compensation Insurance	\$ 446.00
<i>Additional Fees per Chamber FY22 Budget:</i>	
Bookkeeper Time	\$ 4,2289.00
Consultant Time	\$ 15,277.00
Subtotal	\$ 108,379.00
Town Contractual Services	\$ 29,900.00
Grand Total	\$138,79.00

Option 2. Utilizing current Town staff to supplement the existing visitor center employees, fold the operation of the Visitor’s Center into the Town’s Marketing Department. This would ensure that the Town’s Marketing message, which promotes all businesses in the Town, and the Chamber’s message, which represents Chamber members, complements each other and that all the businesses in Town have an opportunity to be represented. An advantage of this option is that it will remove duplicated expenses (payroll fees, bookkeeper time, bond insurance, unemployment, and workers comp insurance). This will also allow an opportunity to assign the Visitor Center staff to assist with other Town projects, if circumstances allow and they have the capacity for additional work. The cost is increased because we are required to provide benefits to the 32 hour a week person, this benefit is not required if the employee remains an employee of the Chamber.

Option 2-Version 1

Visitor’s Center FY22 Town Proposal	Current Visitor’s Center Employees become Town of LBTS Employees (2 p/t employees): (1) 32 hours/week @ \$20/hour + benefits (1) 14 hours/week @ \$12/hour
Current Town fixed Costs*	\$ 37,600.00
Contractual Services Fee	\$ 0.00
Salaries	\$ 42,016.00
FICA Taxes	\$ 3,220.00
FRS	\$ 3,600.90
Insurance (Group & Workers Compensation)	\$ 14,300.00
Additional Expenses**	\$ 8,949.00
Total	\$109,685.90

*These are expenses that the Town is currently paying (employee salary, FICA Taxes, FRS, etc, building maintenance, utilities).

**These additional expenses are comprised of “Welcome Center Bags”, office supplies, computer.

Option 2-Version 2

Visitor’s Center FY22 Town Proposal	Town hires 2 part-time employees (20 hours each @ \$15/hour) Plus current town employee allocations
Current Town fixed Costs*	\$ 37,600.00
Contractual Services Fee	\$ 0.00
Salaries	\$ 31,200.00
FICA Taxes	\$ 2,400.00
FRS	\$ 0.00
Insurance (Group & Workers Compensation)	\$ 250.00
Additional Expenses**	\$ 8,949.00
Total	\$ 80,399.00

*These are expenses that the Town is currently paying (employee salary, FICA Taxes, FRS, etc, building maintenance, utilities).

**These additional expenses are comprised of “Welcome Center Bags”, office supplies, computer.

Option 3. Close the Visitor Center and utilize the building for another purpose such as a neighborhood center or to house a different community organization such as an environmental education center. Staff suggests funding of \$20,000 to have budgeted to program the building for alternative use and for any matching grants that we may be able to secure.

Recommendation: Staff recommends the Commission review the options, discuss the best course of action for the Town and provide direction to the Town Manager and Finance Director for budget purposes.

Also recommends that the Commission determine whether the Town should give written notice of its intent to provide written notice of the second one year extension of the contract prior to July 2nd or ask the chamber for an extension of this deadline to allow for further consideration of these options.

Attachments:

Exhibit 1 – Agreement between the Town and Chamber of Commerce

Exhibit 2 – Letter from Chamber Consultant requesting Additional Funding



THE TOWN OF
LAUDERDALE-BY-THE-SEA
1000 LAUDERDALE BLVD
LAUDERDALE-BY-THE-SEA, FL 33309
Phone: (954) 640-4224 Fax: (954) 640-4226

September 15, 2020

Eva Marissa, Chair, Board of Directors
Lauderdale-By-The-Sea Chamber of Commerce
4201 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

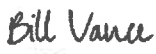
Dear Ms. Marissa,

The Town of Lauderdale-By-The-Sea (the "Town") and Lauderdale-By-The-Sea Chamber of Commerce, Inc., entered into an agreement on October 26, 2017 for the management of the Visitor Center's operations (the "Agreement"), for a term expiring on September 30, 2020.

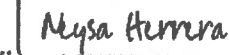
Pursuant to Section 2.2 of the Agreement, the Town is hereby exercising the first one-year renewal option, commencing on October 1, 2020 and expiring September 30, 2021.

By signing below, you are agreeing to the renewal of the Agreement under the same terms and conditions. Should you have any questions or concerns, do not hesitate to contact me at billv@lbts-fl.gov or (954) 640-4204.

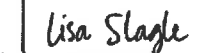
Sincerely,

DocuSigned by:

Bill Vance, Town Manager

WITNESS


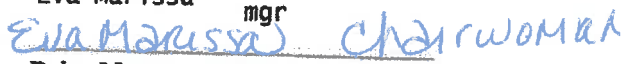
DocuSigned by:

By: Neysa Herrera

Neysa Herrera
Print Name

DocuSigned by:

By: Lisa Slagle

Lisa Slagle
Print Name

**LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE**


Eva Marissa mgr
 Chairwoman
Print Name & Title

Signed 23 day of Sept, 2020

AGREEMENT

Between

The Town of Lauderdale-By-The-Sea and
The Lauderdale-By-The-Sea Chamber of Commerce

THIS is an AGREEMENT (“**Agreement**”) made this 26 day of September, 2017 by and between the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation organized and operating under the laws of the State of Florida, (“**TOWN**”), and the Lauderdale-By-The-Sea Chamber of Commerce, Inc., a non-profit corporation authorized to do business in the State of Florida, (“**CHAMBER**”).

WHEREAS, TOWN and CHAMBER agreed to continuation their joint participation to operate a tourist information center (“**Visitor Center**”) at 4201 Ocean Drive, Lauderdale-By-The-Sea for the primary purpose of promoting commerce and tourism within Lauderdale-By-The-Sea;

WHEREAS, TOWN and CHAMBER have agreed to each provide certain funding, and the TOWN agrees to provide the use of the Town owned building and property located at 4201 Ocean Drive in Lauderdale-By-The-Sea (the “**Facility**”) for the continued operation of the Visitor Center;

WHEREAS, CHAMBER has agreed to oversee all operations of the Visitor Center, including management services, staffing and other consideration for the continued operation of the Visitor Center.

NOW, THEREFORE, in consideration of the mutual promises, terms, provisions, covenants and payments set forth herein, it is hereby agreed by and between TOWN and CHAMBER as follows:

1. **Recitals** The above recitals are true and correct and are hereby incorporated herein.

2. **Term**

2.1 CHAMBER agrees to operate the Visitor Center for three years, the Term which shall begin on October 1, 2017, and shall extend until September 30, 2020 (“**Term**”), unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

2.2 At the end of the Term, the TOWN shall have the option to renew this Agreement for two (2) periods of one (1) year each (“**Renewal Term**”) by providing ninety (90) days written notice. This provision in no way limits either party’s right to terminate this Agreement at any time during the Term or any Renewal Term, pursuant to Section 5 of the Agreement.

3. **Services and Responsibilities of CHAMBER**

AGREEMENT

Between

The Town of Lauderdale-By-The-Sea and
The Lauderdale-By-The-Sea Chamber of Commerce

- 3.1 CHAMBER shall provide the necessary staff to operate the Visitor Center, which shall be open and staffed according to the annual plan adopted by the parties.
- 3.2 CHAMBER staff are responsible for responding to all letters, telephone calls, faxes, electronic mail, text messages, and website inquiries, including inquiries forwarded by the TOWN, regarding lodging, restaurants, businesses, recreational opportunities, and events in Lauderdale-By-The-Sea.
- 3.4 CHAMBER shall host, administer, and maintain its lbts.com web site during the Term, which shall promote commerce in Lauderdale-By-The-Sea, businesses located within Lauderdale-By-The-Sea, and the Town of Lauderdale-By-The-Sea as a desirable destination. The web site shall include a link to TOWN'S websites and promote TOWN's events.
- 3.5 CHAMBER shall remain in good standing as a Florida non-profit corporation during the term of this Agreement.
- 3.6 CHAMBER shall aid in the promotion of TOWN-sponsored events by posting on the CHAMBER'S website and by including information in printed materials and emails and e-newsletters.
- 3.7 CHAMBER agrees that any funds provided by TOWN hereunder toward the Visitor Center shall only be used to cover the direct cost incurred by CHAMBER to staff and operate the Visitor Center. Said costs include, but are not limited to the following: wages; federal, state and local taxes; social security and any other federal, state or local withholdings; health care insurance costs; payroll expenses; and if required by state law workers compensation insurance and any other insurance associated with said staff.
- 3.8 CHAMBER shall keep records and provide expense reports during the period of the contract to assure to the TOWN that the TOWN's funding to the CHAMBER has been spent on costs authorized under this Agreement. CHAMBER shall reimburse TOWN for any funds paid to CHAMBER by TOWN under this Agreement in excess of actual costs incurred by CHAMBER to staff and operate the Visitor Center for the term of the Agreement. CHAMBER agrees TOWN has the right to audit the CHAMBER'S financial records solely in this regard.
- 3.9 It is expressly agreed that all staff personnel hired by and paid for by

AGREEMENT

Between

The Town of Lauderdale-By-The-Sea and
The Lauderdale-By-The-Sea Chamber of Commerce

CHAMBER to staff the Visitor Center shall be employees of CHAMBER, shall remain under the control, supervision, and direction of CHAMBER and shall not be employees of TOWN.

3.10 CHAMBER shall provide TOWN quarterly reports on the operations of the Visitor Center to include and not limited to number of inquiries to the Visitor Center, number of walk-in visitors to the Visitor Center, Google analytics, and responses by type that occurred during the preceding three (3) months. Such reports, and any other reports requested by TOWN, shall be submitted by Chamber to TOWN by the 15th of January, April, July and October for the preceding three (3) month period. In addition, the CHAMBER shall submit an annual report by October 30th of each year.

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

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

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

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

3.11.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CHAMBER shall be delivered by the CHAMBER to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CHAMBER shall be delivered to the Town in a format that is

AGREEMENT

Between

The Town of Lauderdale-By-The-Sea and
The Lauderdale-By-The-Sea Chamber of Commerce

compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CHAMBER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

4. Services and Responsibilities of TOWN

- 4.1 TOWN agrees to provide funding to CHAMBER for the operation of the Visitor Center during the Term in the amount included in the TOWN's Adopted Budget for this purpose. Said funding shall be paid to CHAMBER in two equal payments, the first by October 20th and the second by April 30th.
- 4.2 TOWN agrees to provide full and exclusive use of the Facility during the Term for the benefit of CHAMBER and at no expense to the CHAMBER. The Facility shall remain at all times the property of TOWN.
- 4.3 TOWN agrees to providing building maintenance, grounds maintenance and utilities, including electricity, water and waste collection during the Term.
- 4.4 TOWN and CHAMBER agree to cooperate in each other's efforts to positively promote the Town of Lauderdale-By-The-Sea and host events intended to bring visitors to the Town of Lauderdale-By-The-Sea and residents to the downtown area.

5. Term and Termination

- 5.1 This Agreement shall be effective October 1, 2017 and shall continue for a period of three (3) years unless terminated by either party according to the terms set forth in Section 5.2 or Section 8.2 of this Agreement.
- 5.2 TOWN or CHAMBER may terminate this Agreement for convenience with ninety (90) days prior written notice.
- 5.3 In the event of early termination, TOWN shall pay or the CHAMBER shall refund any pro rata amounts owed under this Agreement through the effective termination date.

AGREEMENT

Between

The Town of Lauderdale-By-The-Sea and
The Lauderdale-By-The-Sea Chamber of Commerce

6. Equal Employment Opportunity

In the performance of this Agreement, CHAMBER shall not discriminate against any firm, employee or applicant for employment or any other firm/individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

7. Notice

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

TOWN: Town Manager
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Fax: 954-640-4236

CHAMBER: President, Lauderdale-By-The-Sea Chamber of Commerce
4201 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Fax: 954-769-1560

8. Default and Cure

- 8.1 If either TOWN or CHAMBER finds the counter party in default of any provision of this Agreement, said counter party shall be noticed in writing of the default and the commencement of the cure period of sixty (60) days (the "Cure Period").
- 8.2 During the Cure Period, the noticed party shall cure the default and return to such actions that comply with the terms of this Agreement. If the default is not cured within the Cure Period, the non-defaulting party may then immediately terminate this Agreement with no further obligation to the defaulting party.
- 8.3 Should any dispute arise under this Agreement regarding any amount of funding

AGREEMENT

Between

The Town of Lauderdale-By-The-Sea and
The Lauderdale-By-The-Sea Chamber of Commerce

to be paid by TOWN to CHAMBER as set forth hereunder, half of the funds disputed shall be disbursed upon notice of the default, and half the funds shall be held in escrow until said dispute is resolved between the parties.

9. Property

The parties agree that all items, equipment, property and materials owned or purchased by CHAMBER and provided to fulfill its obligations under this Agreement shall forever remain the property of CHAMBER. The parties further agree that all items, equipment, property and materials owned or purchased by TOWN and provided to fulfill its obligations under this Agreement shall forever remain the property of TOWN. In the event of damage or destruction to the other party's property, the party causing such damage or destruction shall promptly repair or replace the damaged or destroyed property.

10. Waiver

Failure of either party to insist upon strict performance of any covenant or condition of this Agreement or to execute any right herein contained shall not be construed as a waiver or relinquishment for the future of any such covenant condition or right, but the same shall remain in full force and effect.

11. Severability

If any provision of this Agreement or 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.

12. Governing Law

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

13. Extent of Agreement

This Agreement represents the entire and integrated Agreement between TOWN and CHAMBER and supersedes all prior negotiations, representations or agreements either

AGREEMENT

Between

The Town of Lauderdale-By-The-Sea and
The Lauderdale-By-The-Sea Chamber of Commerce

written or oral.

14. Indemnification

CHAMBER shall defend, indemnify, and hold harmless the TOWN, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with CHAMBER performance or non-performance of any provision of this Agreement, including, but not limited to, any employment related issues involving the CHAMBER as a result of this Agreement, liabilities arising from contracts between the CHAMBER and third parties for work or materials required under or related to this Agreement. CHAMBER shall reimburse the TOWN for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with CHAMBER's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

15. Insurance

CHAMBER shall provide evidence of workers compensation that complies with the insurance laws of the State of Florida. The CHAMBER shall carry commercial general liability insurance in an amount no less than \$1,000,000.00 issued by an insurance company rated B+ or better (A.M. Best rating), together with an endorsement naming the Town as an additional or named insured. Evidence of such required insurance must be provided before any work is commenced under this Agreement and annually thereafter.

16. Miscellaneous

16.1.1 No Contingent Fees. CHAMBER warrants it has not employed or retained any company or person, other than a bona fide employee working solely for CHAMBER 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 CHAMBER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

16.2 No officer or employee of the TOWN during his or her term of employment or for

AGREEMENT

Between

The Town of Lauderdale-By-The-Sea and
The Lauderdale-By-The-Sea Chamber of Commerce

one year thereafter shall have any interest, direct or indirect, in this Agreement, or the proceeds thereof.

16.3 Section 2-25 of the Town Code provides that 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.

IN WITNESS WHEREOF, TOWN and CHAMBER have signed this Agreement.


TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

BY: 
Ralph "Bud" Bentley
Town Manager

Date: 10-4-17

BY: 
Tony Gerald Bryan
Finance Director

Date: 10/10/17

ATTEST:

Town Clerk Tedra Allen

APPROVED AS TO FORM:

AGREEMENT

Between

The Town of Lauderdale-By-The-Sea and
The Lauderdale-By-The-Sea Chamber of Commerce



Susan L. Trevarthen, Town Attorney

Associated Industries Insurance Company, Inc.

A Stock Insurance Company

PO Box 310704

Boca Raton, FL 33431-0704

**WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY**

WC 00 00 01 A

INFORMATION PAGE

1. Insured:	Policy Number:	AWC1092023
Lauderdale-By-The-Sea Chamber of Commerce		
4201 N Ocean Dr		
Fort Lauderdale, FL 33308	Federal Tax ID:	590864301
Other workplaces not shown above:	Board File Number:	
See Extension of Information Page	Renewal Of:	New
Producer:	Entity:	Corporation
AmTrust North America, Inc.	Interim Adjustment:	Annual
c/o Ascendant Underwriters, LLC	Ncci Code:	25372
P.O. Box 141368	STC Code:	
Coral Gables, FL 33114		

2. The policy period is from 9/20/2017 to 9/20/2018 **12:01 a.m. at the insured's mailing address.**

- 3. A. Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida
- B. Employers Liability Insurance:** Part Two of the policy applies to work in each stated listed in item 3.A. The limits of our liability under Part Two are:
- | | | |
|---------------------------|------------|----------------|
| Bodily Injury by Accident | \$ 100,000 | each accident |
| Bodily Injury by Discase | \$ 500,000 | policy limit |
| Bodily Injury by Discase | \$ 100,000 | each employecc |
- C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3A.
- D. This policy includes these endorsements and schedules:**
See attached endorsement schedule.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM	455
STATE ASSESSMENT	0
TOTAL ESTIMATED COST	455
Minimum Premium	223
Deposit Premium	228

Issue Date: 9/21/2017

Countersigned By: _____

Authorized Representative

Associated Industries Insurance Company, Inc.
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

Policy Change Endorsement

LAUDERDALE-BY-THE-SEA CHAMBER OF
COMMERCE, INC.
4201 N OCEAN DR
FORT LAUDERDALE, FL 33308

Ascendant Underwriters, LLC
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Enclosed is a Policy Change Endorsement for Policy Number: AWC1092023

For Policy Change Endorsements, please retain one copy for your files and provide the second to the policyholder.

For questions, please contact our Underwriting Office at: 877-528-7878.

9/28/2017



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Insured: Lauderdale-By-The-Sea Chamber of Commerce, Inc.

Policy Number: AWC1092023

**EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES**

Location	Site	Address	FEIN #
Lauderdale-By-The-Sea Chamber of Commerce, Inc.	1	4201 N Ocean Dr Fort Lauderdale, FL 33308	590864301



May 4, 2021

Dear Acting Town Manager Linda Connors,

On behalf of the Board of Directors for the Lauderdale-By-The-Sea (LBTS) Chamber of Commerce, thank you for the opportunity to provide information and justification for an increase in operational funding for the LBTS Welcome Center.

For more than 64 years the unique and special Town of Lauderdale-By-The-Sea and its Chamber have jointly operated a Welcome Center for residents and visitors. The Welcome Center is located at 4201 N Ocean Dr, Lauderdale-By-The-Sea, FL 33308. The Welcome Center is the only freestanding high traffic beach location with free parking for central and northern Broward County. It is estimated by BSO License Plate Readers that over 1.6 M cars pass the Welcome Center on an annual basis, and thanks to former Representative Debby P. Sanderson, the Turnpike, I-95, and Broward County all have wayfinding signs since 1999 guiding travelers to the Welcome Center in LBTS.

In 1969, the property was deeded to the Town by Mr. Jarvis for use as a Chamber of Commerce and Welcome Center. Since that time, the Town has covered all expenses associated with the building--its upkeep, maintenance, and groundskeeping. In 2020, the Town paid for much-needed renovations of the building including painting, handicap accessibility of the entrance and bathroom, as well as improvements to the interior space including lighting, flooring, storage and space configuration.

The Welcome Center is managed by the volunteer LBTS Chamber of Commerce Board who employ a part-time consultant and bookkeeper. The Chamber of Commerce also employs two seasoned staff members who work in the Welcome Center. They in turn oversee a cadre of volunteers that provide concierge type service to anyone needing information and support on items such as lodging, area attractions, transportation, business services and other tourism related needs. We estimate that the staff and volunteers that support the Welcome Center have over 92 years of county tourism knowledge collectively and support roughly 3000 visitors a month in season (in non-Covid years). Monthly reports are furnished to the Town that reflect the Welcome Center contacts.

A portion of the Welcome Center building also serves as the office for the LBTS Chamber of Commerce. Files are maintained here and a percentage of one of the part-time staff handles Chamber business. Following the most recent improvements to the Welcome Center, the Chamber leveraged its members to help pay for the interior furnishings, much of which was donated by area businesses. The Chamber holds occasional events at this location and also conducts its monthly Board meetings on site (during non-Covid times). The Chamber is



extremely grateful to the Town for use of this space and for the ongoing generosity it has displayed in the historic building’s upkeep, improvements, and maintenance.

On March 20th, the COVID-19 pandemic provided an unprecedented opportunity for the Town, its elected officials, the Chamber Board and its members, the Lodging Association, and the LBTS business community to unite and work together collaboratively to support each other, provide clear and honest information, respond to questions, and support our small businesses and members during very difficult months. During this timeframe (March 20, 2020-March 18, 2021) the Welcome Center was physically closed, however staff and volunteers were kept on payroll so they could do what they do best, maintain ongoing communication with the Town, residents, businesses, and visitors through email, phone, and the website. In addition, Chamber staff led weekly coordinated zoom calls between the Chamber, Town and Lodging Association for businesses and residents and coordinated resources and signage for businesses to support their needs. This in turn fed our neighbors and visitors with accurate and constant updated information.

While the work of the Chamber and the Welcome Center have much synergy, their expenses and revenue, most functions, and allocations are separate. The Chamber is a business membership organization. It is a 501c6 entity and as such, enjoys some not-for-profit tax benefits that get extended to the management of the Welcome Center. The Chamber has a small budget. It has not had a director to manage and oversee its affairs since 2018, due to funding. It is run by a volunteer Board that provides hundreds of hours of volunteer time a month to maintain its events, membership, marketing, finances, and organizational oversight. In 2019, it hired a part-time contractor who splits her time between supporting the Chamber Board and its activities and the funding/support of the Welcome Center. The Chamber receives revenue from member dues, the publishing of a yearly “Lauderdale-By-The-Sea Guide” and from fundraising activities (selling hats and T-shirts, events) and donations, including volunteers that extend their benefits to both the Chamber and the Welcome Center).

In 2020, revenue for the operations of the Welcome Center was supported by a contract with the Town (\$26,900) and funding from the Convention and Visitors Bureau (\$7,000). This funding was a reduction from prior years where the Chamber advocated with the Greater Ft Lauderdale Convention and Visitor’s Bureau (GFLCVB) for \$20,000 each year for the past 20 years. The remaining operations funding was provided by the Chamber, in excess of \$55,000 cumulatively over the past 4 years. This was made possible from membership funds and fundraising efforts, but has been detrimental to the operations of the Chamber and its capacity to fulfill its mission.

Below is the year-end Welcome Center Expenses from 2017-2020:

	2017	2018	2019	2020
ACTUAL Year End WELCOME CENTER EXPENSES	\$ 74,845	\$ 49,947	\$ 59,116	\$ 58,099
LESS: DEEMED BUILDING BENEFIT	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278
ACTUAL VISITOR CENTER TOTAL	\$ 71,845	\$ 46,857	\$ 55,933	\$ 54,820



REVENUE RECEIVED				
LBTS Town	\$26,700.00	\$26,700.00	\$26,700.00	\$26,700.00
GFLCVB	\$20,000.00	\$20,000.00	\$20,000.00	\$7,000.00
CHAMBER SHARE	\$ 25,145	\$ 157	\$ 9,233	\$ 21,120

The Chamber has provided more than \$55,000 in financial support over the past 4 years to the operations of the Welcome Center between 2017-2020. Due to the impacts of Covid in 2020, due to losses from business membership and losses from funding through the CVB, the Town graciously agreed to fund the Welcome Center up to an additional \$25,000 based on need for the 2021 fiscal year.

The Chamber is requesting that moving forward, all funding of the Welcome Center will be assumed by the Town. The Chamber, through a contract with Town will continue to provide its expert management and oversight of the Welcome Center. In addition, the Chamber will commit to hosting an annual fundraiser for the Welcome Center each year. The Chamber will continue to do what it does best, maintain its efforts to support local businesses. It will then be free to shift its funding to hire a director that can maintain fundraising, member services, and activities to support our businesses. Lauderdale-By-The-Sea is a unique and special community. We are recognized across the United States and around the globe. The Chamber must step up to reflect and support this unique position with its business's and their needs. To date that has been difficult due in part to funding and lack of dedicated staff to lead the Chamber. The resources historically allocated from the Chamber to the operations of the Welcome Center have detracted from the Chamber's capacity to fully fulfill its mission, however, the Chamber's experience, history in managing the Welcome Center and its not-for-profit status afford it many cost reducing benefits that would not be possible if the Town or another entity assumed its operations.

In closing, the Chamber is respectfully requesting an opportunity to present this information to the Commission on May 11, 2021 and hold a future roundtable discussion to further explore operations funding of the Welcome Center for FY 2022 and beyond.

Thank you for your consideration,

Ann Marchetti
Consultant, LBTS Chamber of Commerce