Town Commission
Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

Regular Town Commission

Tuesday, June 8, 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 - Rabbi Bentzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
   - **5.a.** Erick's Consulting Legislative Update
     Ericks Presentation.pdf
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
   - **8.a.** Town Manager Report
     CoverPage.pdf
     Ex1 Development Services April Report.pdf
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
    - **10.a.** May 11, 2021 Town Commission Workshop Minutes
      CoverPage - 5-11-21 wksp mins.pdf
      051121 LBTS Workshop minutes.pdf
    - **10.b.** May 11, 2021 Town Commission Meeting Minutes
      CoverPage - 5-11-21 comm mtg mins.pdf
      051121 LBTS Commission Minutes.pdf
    - **10.c.** May 25, 2021 Town Commission Meeting Minutes
      May 25, 2021 LBTS Commission minutes.pdf
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
    - **12.a.** Codrington Drive Complete Streets Design
      CoverPage.pdf
      EX 1- Baxter & Woodman Proposal.pdf
      EX 2 4-27-21 AM Codrington Drive Complete Streets Design.pdf
13. **NEW BUSINESS**
    - **13.a.** Five-Year Renewal of Broward County Sheriff Office Contract with the Town
      6-8-21 AM BSO Contract Extension.pdf
      Ex1 Resolution 2021-34 Police Services Agreement.pdf
    - **13.b.** FY22 Non-Profit Funding Request
      CoverPage.pdf

1. Area Agency on Aging of Broward County.pdf
2. Broward 2-1-1.pdf
3. Broward Children's Center.pdf
4. Broward College.pdf
5. Camp Victory Resorts for the Homeless.pdf
6. Center for Hearing and Communication.pdf
7. Early Learning Coalition of Broward County, Inc..pdf
8. Goodman Jewish Family Services of Broward.pdf
9. Hillsboro Lighthouse Preservation Society, Inc..pdf
10. House of Hope.pdf
11. Lionfish Derby.pdf
12. South Florida Wildlife Center.pdf
13. Women In Distress.pdf

13.c. Continued use of Andy Royston, of Tropical Sun Design, as Sole Branding Provider
CoverPage.pdf
Exhibit 1.pdf

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS â€“ PUBLIC COMMENTS

17.a. Resolution 2021-33 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
CoverPage.pdf
Ex. 1 - Amended CEMP.pdf
Ex2 Resolution 2021-33 CEMP Update.pdf

17.b. Resolution 2021-35 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, DECLARING ZONING IN PROGRESS FOR PREPARATION OF AMENDMENTS TO CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS" TO EVALUATE LISTED USES AND REVISE PROCESSES AND DEFINITIONS AS THEY RELATE TO THE TOWN'S BUSINESS ZONING DISTRICTS, INCLUDING THE DETERMINATION OF SIMILAR USES; PROVIDING FOR AUTHORIZATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.
CoverPage.pdf
Ex1 Resolution 2021-35 Zoning In Progress - B1 Uses31S0307.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: June 8, 2021
Submitted By: Linda Connors
Submitting Department: Administration
Item Type: Presentations
Agenda Section: PRESENTATIONS

Subject Title: Erick's Consulting Legislative Update

Explanation: Ericks Consultants, Inc, the Town's lobbying consultant will give a brief presentation on the Legislative Updates.

Town Commission Agenda Item Report

Meeting Date: May 25, 2021
Submitted By: Linda Connors, Interim Town Manager
Submitting Department: Administration
Item Type: Discussion
Agenda Section: Old Business

Subject Title: Town Manager Report for June 8, 2021

Explanation: Following is the Interim Town Manager's report for June 8, 2021.

1. HR Update

The Town's Personnel Manual includes a requirement for annual employee performance evaluations. No performance evaluations were completed in 2018 or 2019, but we have reinstated the requirement for this year. Lisa Slagle, the Town's Human Resources Manager, is in the process of reviewing the performance evaluation forms with supervisors and employees to ensure evaluations are more specific to the job and ratings and comments are more meaningful for both the employees and supervisors. Lisa will be working with the directors and supervisors providing training regarding performance evaluations. A committee will review performance evaluation forms, (before meeting with the individual staff members) to ensure consistency and request specific information, if needed, to support the ratings.

2. Solid Waste

The Town's Solid Waste contract expires on November 30, 2021, but it includes a renewal term of three to five years. WastePro has indicated their interest in continuing their service to the Town, but they have asked for a few changes to the terms and conditions of their current contract. Town staff is currently reviewing their proposal and will bring forth a recommendation at the June 29th Commission meeting. This meeting date has been discussed with the contractor and they are available to attend the meeting.

3. A1A Concrete Poles

There are several non-decorative concrete poles on A1A between Palm and Flamingo. Staff noticed that two were beginning to deteriorate as the rebar inside the pole was now visible, and both had broken electrical box covers in the sidewalk. We contacted FPL for maintenance, and they do not claim ownership. Staff has reached out to FDOT for guidance about how to get these poles replaced since they are not included in our FDOT maintenance agreement. We will provide an update with options for replacement as soon as FDOT responds

4. Natural Gas

At their May 10th Workshop, the Commission directed staff to research Town records to determine whether a natural gas study or survey had been previously completed. Town Clerk Tedra Allen researched the Town records and found that no study had been completed. Therefore, staff will move forward to develop a survey for the community to gather interest in

providing natural gas to our residents. Because so many of our residents leave during the summer, this project will be postponed until Fall 2021 or Spring 2022.

5. Hurricane Season

Hurricane season starts June 1st and weather forecasters are predicting an active season in the Atlantic region. We urge residents to review your family emergency plan and assemble a hurricane kit well in advance of any storms threatening our area. Please make sure that you have a three-to-five-day supply of food and water along with non-perishable food, a flashlight, radio (battery powered), first aid kit and a reserve of prescription medicine.

Now is also a good time to trim trees and landscaping to minimize any debris that would occur during a storm. Also, if you have a generator, please take the time to test it to ensure that it is in working order.

Remember, the entire town is in a coastal evacuation zone and all residents and visitors will be ordered to leave their homes when the National Hurricane Center issues a Hurricane warning for the area.

For more information, please visit the Town's website www.lbts-fl.gov/248/Hurricane-information

6. Proposed Workshops

Date	Time	Topic
June 8th	5:00 PM	Downtown
June 29th	5:00 PM	Visitor/Welcome Center
July 13th	5:00 PM	Marina Discussion
July 27th	5:30 PM	Florida Friendly Landscaping

Exhibits: Development Services April 2021 Monthly Report

DEVELOPMENT SERVICES APRIL 2021 MONTHLY REPORT

PLANNING ACTIVITIES

- Reviewed request for proposals for new BTR system
- Advertised for RFP for Paperless System
- Reviewed building website for future updates
- Zoning questions
- Building permit review (for Planning and Zoning)
- 4112 El Mar Drive: discussions with applicant and attorney on possible changes to application and building design.
- Bus shelters
    - BCT status calls
    - Submission and review of building permits for 3 new shelters
- Webinar: Southeast Florida Transportation Council meeting on rail travel
- Webinar: How to Get Additional Flood Policy Discounts in 2022 and Plan for Sea Level Rise Mitigation
- Webinar: Southeast Florida Regional Climate Change Compact Virtual Implementation Workshop: Climate Equity

Business Tax Receipt Activities

- 1 New business opened; 3 applications were received during April 2021.

New Businesses Opened during April 2021

BTR License Number	Type of Business	Date Opened	Business Name	Street Number	Street Name	Suite
2624	Retail (Specialty Shop)	04/01/2021	Grateful J's	250	Commercial Blvd.	

Planning and Zoning Board – There was no Planning and Zoning board was held during the month of April.

Town Commission – The Town Commission addressed the following Development Services Division items during the month of April.

- Peril of Flood amendments to the Coastal Management element approved by Commission.

Other Applications

Development Services Applications April 2021

Type	Number
ROW Permit	2
Lien Search Requests	85
Public Records Requests	7
Landscape Permit	3
Sign Permit	1
Conditional Use	1
Administrative Adjustment	1

Type	Number
POD, Garage Sale, RV Registration, Abandoned Property	7

CODE COMPLIANCE ACTIVITIES

There was a Code Compliance hearing held virtually on April 22nd, 2021.

Code Activity Summary, April 2021	
Case Inspections	
New Incidents Investigated	48
Total Inspections Completed	67
Cases with Active Violations	
Under Magistrate Jurisdiction	13*
Under Code Office Jurisdiction	42
Liens with Active Violations	15
Total Cases with Active Violations	70
***the 50 Whittier Towers cases are counted as one case**	
Vacation and Short-Term Rentals	
Registered Units at Beginning of Period	109
New Units Registered During Period	1
Units De-registered during period	0
Registered Units at End of Period	110

BUILDING DEPARTMENT AND ZONING ACTIVITIES

A list of the Building Department permit activity and fees collected during April 2021 can be noted below. The total amount of funds collected was $109,199.21, which is an estimated 121% increase from April 2020.

	April 2021	April 2020
Permit Applications	195	55
Permits Issued	185	42
Permits over $100,000	6	2
Inspections Completed	870	399
Funds Collected	$109,199.21	$49,230.68

PERMITS WITH JOB COST OVER $100,000				
Owner	**Address**	**Description**	**Job Cost**	**Fee Collected**
QUINDICI LLC	232 LOMBARDY AVE	CONSTRUCTION OF NEW SFR	$510,000.00	$11,177.08
BAKER, MARIBEL I BAKER, WILLIAM W	272 CODRINGTON DR	MASTER SUITE ADDITION & RENOVATE MASTER BATHROOM & BATHS, CONVERT COVERED PORCH TO A GREAT ROOM, R/R WINDOWS & DOORS	$231,000.00	$7,565.63
MACEK, SAMARET MACEK, TOM	220 IMPERIAL LN	INTERIOR REMODEL	$263,242.00	$8,809.27
WHITTIER TOWERS CO-OP	1439 S. OCEAN BLVD	RE-ROOF METAL FLAT W/ DRAINAGE	$228,490.00	$3,726.29
COASTAL ARMS INC.	1410 S. OCEAN BLVD	RE-ROOF (NORTH BLDG)	$139,605.00	$2,310.75

Jhanelle Campbell, Acting Director of Development Services

Agenda Item No: 10.a

Town Commission Agenda Item Report

Meeting Date: June 8, 2021
Submitted By: Tedra Allen
Submitting Department: Administration
Item Type: Minutes
Agenda Section: APPROVAL OF MINUTES

Subject Title: May 11, 2021 - Town Commission Workshop Minutes

Recommendation: Accept/Approve

Attachments: Ex.1 - May 11, 2021 - Town Commission Workshop Minutes

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
WORKSHOP MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, May 11, 2021
5:00 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 5:00 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Finance and Budget Lucila Lang, Town Engineer Jay Flynn, and Public Information Officer/IT Administrator Steve d'Oliveira, and Town Clerk Tedra Allen.

2. PUBLIC COMMENT

Mayor Vincent advised that public comment would be heard on each item as it is discussed.

3. DISCUSSION ITEM

Fiscal Year 2022-2026 Five-Year Preliminary Capital Improvement Plan Proposal – Additional Considerations (Linda Connors, Interim Town Manager / Ken Rubach, Director of Public Works / Lucila Lang, Director of Finance and Budget)

Interim Town Manager Linda Connors recalled that the fiscal year (FY) 2022-2026 Five-Year Preliminary Capital Improvement Plan proposal was first brought forward for review at a special meeting on March 23, 2021. The Commission agreed to a list of items to be included in the FY 2022 budget:

- Town Hall campus roof replacement (off-site roof replacement in 2023)
- Replacement of flooring
- Palm Club sewer project
- Construction of Codrington Drive project (design funded in 2021)
- Construction of phase 1 of Bougainvillea Drive / Poinciana Street project (design funded in 2021)
- Canal dredging (permitting funded in 2021)
- Americans with Disabilities Act (ADA) improvements
- Beach portal design

- Replacement of finance software
- Stormwater rate study
- Roadway repaving

Additional potential projects were discussed, with the Commission requesting that these items be brought back at a subsequent special meeting. There was also a request for further discussion of the El Mar Drive project.

Interim Town Manager Connors first addressed the El Mar Drive project, recalling that there was Commission consensus at the last discussion not to proceed with any projects that would require reconfiguration of the street. Staff reached out to consultants to determine which improvements could be funded while leaving the street in its current configuration. It was explained that if the sidewalk is widened, this would require the Town to bring certain aspects of the street up to ADA standards, which could require either reconfiguration or the movement of space from the median.

After eliminating items that would trigger street reconfiguration, the Town was left with the following possibilities:

- Median lighting ($1.6 million)
- Landscape improvements (up to $1 million, depending upon selected improvements)
- Sidewalk repairs, which are already funded in FY 2021 and will begin in June
- Repaving/restriping of the roadway, although the Town Engineer has advised the street is not currently in a condition that requires this work

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, recommended that $2 million be earmarked in FY 2022 to rehabilitate and beautify El Mar Drive, including repairs to sidewalks and swales, addition of shade trees and lighting in the median, and drainage improvements, among others. She also recommended that residents wishing to address this issue be invited to Jarvis Hall for further discussion.

Christie Furth, resident, advised that she was not in favor of the previously proposed designs for El Mar Drive. She suggested additional communications with residents and neighborhoods to arrive at the best option for the roadway.

Marfine Hennessey, resident, also recommended additional communication with the public, as she felt other residents at her condominium were unaware of any proposed

changes. She was in favor of repairs to El Mar Drive and suggested that funds from the Oriana settlement be used toward improvements.

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

The Commissioners also discussed the proposal, with Mayor Vincent acknowledging the challenges of providing information and gathering public input during the height of the COVID-19 pandemic in 2020. The consensus was to listen to Town constituents, particularly those who live and/or work on El Mar Drive.

Commissioner Malkoon agreed, recalling that when it became clear there was little public support for the proposed redesign of El Mar Drive, he could not support these changes. He advised that there will be continued meetings and further outreach to residents for their input on the list of improvements presented by Staff. He also felt staff at the Town's condominiums would make every effort to notify residents of upcoming Town meetings on this subject.

Vice Mayor Oldaker advised that he was in favor of moving funds related to the former Holiday Inn property into the Town's Capital Improvement Program (CIP) to help fund improvements on El Mar Drive. These funds totaled approximately $1.650 million. He noted that another $600,000 was dedicated from the Oriana settlement, which is restricted exclusively to use on El Mar Drive. He concluded that money may be available from the Parking Fund as well.

Mayor Vincent did not recall any prior discussion of median lighting and pointed out that there are condominiums located on the street which may not be in favor of pole lighting. Another option is low-profile sidewalk lighting for individuals who walk in the evenings.

Commissioner Sokolow briefly reviewed the history of proposed El Mar Drive improvements, one of which had involved the Broward Metropolitan Planning Organization (MPO) and had ultimately died. Because there was ongoing public interest in improving El Mar Drive, consultant EDSA was retained to conduct public outreach and prepare design options. The result of these options, after numerous public discussions, was significant "anti-project" sentiment, which ultimately caused the Commission not to move forward with any of these options.

Commissioner Sokolow continued that Staff has prepared a very brief "placeholder" item addressing lighting for FY 2022 but noted that there is already negative feedback

on this proposal. He also recalled that there was Commission discussion in previous years regarding installation of additional lighting on El Mar Drive, which also garnered negative feedback.

Commissioner Sokolow concluded that funds should be placed in the CIP for El Mar Drive improvements and repairs over the next five years, but he was not confident there would be consensus on any aspects of these repairs. Putting money in the budget for improvements in FY 2022 would give the Town time to plan them; he cautioned, however, that it may be more expensive to plan improvements that are uniform and cohesive without materially affecting the look and feel of the street.

Commissioner Strauss also addressed the CIP "placeholder" for El Mar Drive, explaining that this does not determine how the funds will be spent or how much a project may cost: instead, it designates a placeholder concept for lighting improvements that have not yet been determined.

Commissioner Strauss added that he is also in favor of sidewalk improvements as well as lighting, as both would constitute safety improvements for pedestrians. If no changes are made other than repairs to existing sidewalks, eventually problems will occur, as the sidewalks are very narrow in some places. This also raises the question of whether sidewalks need to be widened and how this can be accomplished in the safest manner.

Commissioner Malkoon asked if the sidewalks on El Mar Drive could be widened without changing the configuration of the street. Interim Town Manager Connors advised that sidewalk expansion would require reconfiguration of either the roadway or the median.

Commissioner Malkoon also requested clarification of next steps for improvements, such as the process for implementing additional landscaping. Interim Town Manager Connors replied that landscaping and lighting would go together, and would require the hiring of a design firm, as well as public outreach and participation to determine what the community would like to see. This design would also need to fall within the Town's budget. She clarified that the focus of tonight's meeting is to determine the amount of money the Town wishes to reserve and the fiscal year in which they would like to earmark these dollars.

Commissioner Malkoon commented that the first step should be to develop a concept, after which the Town could determine the amount to be budgeted to realize that

concept. The design process could happen in one year with the construction phase funded in the second year.

Mayor Vincent pointed out that Town constituents and residents on El Mar Drive are aware of what they do not want, which is significant change. The intent is to make improvements that do not require El Mar Drive to be brought fully up to Code. Some of these improvements, however, would result in repairs that would trigger the Town to bring the street up to a specific standard. He felt it may be possible to bring the street up to ADA compliance standards without triggering major repairs.

Mayor Vincent added that median lighting and landscaping improvements constitute the same upgrade, as there are no plans to change the median from its current configuration. Sidewalk repair and repaving/restriping could also be packaged together as a single effort, as these are cohesive aspects. Community involvement could be sought for each phase. Mayor Vincent concluded that he was welcome to any suggestions other than a complete design change.

Town Engineer Jay Flynn advised that he did not feel the El Mar Drive improvements could be viewed as simply two phases of a project. He recommended arriving at a single cohesive plan, as the entire series of improvements will need to work together for the roadway.

Mayor Vincent asked if there is a way to maintain the existing state of El Mar Drive while addressing some of its aspects in need of upgrades or repairs. Town Engineer Flynn replied that the sidewalks could be “cleaned up” while retaining their present width, with constrictions in areas where poles are mounted. Swales will remain up to one foot below the sidewalk in some places. These issues will remain unless a wholesale address of the roadway is undertaken. He added that he would not recommend milling or resurfacing until there is a clear decision on what to do with the entire street.

Commissioner Sokolow commented that median landscaping and lighting repairs would require work in the median to install these features. Sprinklers would need to be upgraded to accommodate additional landscaping. The removal of curbs, which was mentioned earlier, would have widespread implications on drainage on the roadway, as well as height and elevation issues. He agreed with Town Engineer Flynn that a complete plan will be needed to make the desired changes rather than breaking down improvements into one or two elements, although it may be possible to make no further improvements than adding landscaping, lighting, and sprinklers.

Commissioner Sokolow also recommended that a compromise be reached between parties with different visions for how to proceed with El Mar Drive, recalling that while the Commission was originally in agreement on the improvements to be made, residents did not seem to reach a similar consensus. He also noted that Staff is not capable of designing these types of improvements, which meant the Town would need to retain a consultant once more for this purpose.

Commissioner Malkoon observed that it is more likely for residents to reach consensus on, for example, landscape design than a redesign of the entire street. He reiterated that funds should be budgeted for a design consultant who would make plans within the constraints of the existing roadway and median rather than making significant changes.

Mayor Vincent noted that major deficiencies on El Mar Drive include backout parking, lack of curbing, and lack of buffer zones. Any redevelopment of the street will need to include removal of backout parking. Commissioner Sokolow added that there are also additional considerations to landscaping, including whether to retain existing palm trees on the north end of the roadway. He emphasized the importance of compromise in any plans for El Mar Drive.

Commissioner Strauss recommended budgeting for an independent survey to hear from the Town's residents on the conceptual improvements they would like to see. Once the survey is complete, it could be presented to the design firm selected by the Town. He also stressed the importance of moving forward with sidewalk repairs, as this is a safety issue, and consideration of minor lighting improvements.

Vice Mayor Oldaker proposed the inclusion of an unrestricted line item for El Mar Drive expenses in the budget, recalling that the combination of funds restricted for use on this street totaled approximately $2 million.

The Commissioners agreed by consensus to include the Holiday Inn and Oriana funds referred to earlier in the meeting, to be rolled over into a subsequent budget year. They also agreed that Staff would conduct a survey of residents to determine what they would like to see for El Mar Drive.

Interim Town Manager Connors stated that the remaining items to be presented in the workshop have been previously discussed by the Commission at some point over the last year. They are being brought forward for additional consideration, with the Commission to decide if and when to fund them in the budget.

In 2020 there was discussion by the Commission of establishing a dog park. The previous Town Manager had requested that a consultant prepare a potential design for this park, which was included in the Commissioners' backup materials. There has also been discussion of placing a fence around Friedt Park. A variety of prices were listed for different features of a dog park:

- Fencing: $25,000 to $30,000
- Replacement of sod with artificial turf: $185,000, with elimination of the cost of pesticides
- More substantial multi-purpose park for dogs and pedestrians: $400,000 and up

Commissioner Strauss recalled that when a dog park was previously discussed at a Commission meeting, there was no consensus from residents on whether to proceed, although many residents had indicated they would like to have a safe place for their dogs. He felt Friedt Park was the most likely location for this facility. He felt the most responsible and least intrusive way to proceed would be to create a gated area for dogs and determine if a more comprehensive facility is needed.

At this time Mayor Vincent opened public comment.

Kelly Byron, resident, was strongly in favor of a dog park rather than a multi-purpose area. She was not certain that artificial turf was desirable.

Ann Marchetti, resident, suggested that the Friedt Park Improvement Committee, which has designed previous improvements to the Town's park spaces, review the option of a dog park at El Prado Park or Friedt Park and bring their recommendations back to the Commission.

Ed Wernle, resident, also spoke in favor of a dog park.

Justeen Clark, resident, was also in favor of a dog park, and recommended that a small dog area be included in any plans.

Jeff Yocom, resident, recommended a simple design for a dog park, including areas for both small and large dogs. He also requested a Stop sign and speed control signage at El Prado Park.

Christie Furth, resident, also spoke in favor of a dog park, and suggested inclusion of a water feature for children.

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

Mayor Vincent also recommended establishing a dog park within a public park, as the Town has limited green space. As El Prado Park serves as a gateway to the ocean, he felt Friedt Park was the more appropriate location for balancing a dog park with public space.

Commissioner Malkoon advised that while he is in favor of a dog park, he also expressed concern for the limited amount of green space in Lauderdale-By-The-Sea. He has asked Staff to consider other potential dog park location(s) for this reason.

Vice Mayor Oldaker recalled that when this issue was previously discussed, he had visited other cities' dog parks as well as reached out to Staff for additional information. He recommended keeping plans simple, using the dog park at Wilton Manors as a potential template and limiting the facility to Town residents.

The Commissioners agreed by consensus to implement a simplified pilot program dog park in Friedt Park, with funding in FY 2022.

Interim Town Manager Connors next addressed natural gas, recalling that Commissioner Strauss had asked Staff to investigate the possibility of providing this utility throughout the Town. Assistant to the Town Manager Neysa Herrera has been in communications with TECO Gas for the last couple of years and has determined what the provider would need to bring natural gas to the community.

TECO Gas indicated that they would first have to conduct a study costing approximately $40,000 to determine whether they have capacity to provide natural gas to the entire Town, or if they would first have to improve their systems. As the South Silver Shores neighborhood already has a natural gas mainline from Commercial Boulevard, it was selected for a small pilot study to determine the cost of lines. This cost was determined to be $350,000. The cost of connecting individual property owners to the line would depend upon the number of residents who wish to connect to natural gas and the number of fixtures necessary for gas provision.

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

Commissioner Strauss observed that he is in favor of providing natural gas to the Lauderdale-By-The-Sea community and pointed out that natural gas is already used commercially as well as in some residential communities. This service could dramatically decrease the cost of other utilities, such as electricity.

Interim Town Manager Connors clarified that the $40,000 study cited by TECO Gas would determine what would need to be provided for the entire Town, including condominiums. Commissioner Strauss advocated moving forward with this study.

Vice Mayor Oldaker expressed concern with the cost of the study as well as the proposed pilot program, pointing out that this would require roadwork and repaving to provide the necessary infrastructure. He asked if an outside firm might assume responsibility for the study rather than TECO Gas. Interim Town Manager Connors explained that TECO Gas would hire a sub-consultant for the survey.

Mayor Vincent recommended researching the Town's records to ensure no such study has already been done in the Town before proceeding with another study.

Commissioner Sokolow addressed the costs associated with the study and the pilot program. Interim Town Manager Connors reiterated that the study would cost $40,000, while a pilot program in part of the Silver Shores neighborhood would cost another $350,000. A map showing the pilot program area was included in the backup materials. Commissioner Sokolow recommended a survey to determine how many households in the subject area are interested in having natural gas, noting that there are ongoing efforts to reduce use of fossil fuels.

The Commissioners agreed by consensus to extend the workshop through 6:50 p.m.

The Commission determined by consensus to have Staff conduct a community survey asking residents if they might be interested in natural gas service, as well as for Staff to research Town records to determine whether a natural gas study has been done before.

Interim Town Manager Connors recalled that in 2019, the Commission had decided to postpone roughly $350,000 in improvements for the Volunteer Fire Department (VFD) until the entire safety complex could be considered as a whole, as there may be a need for broader improvements throughout the facility. This needs assessment has been completed, but no further plans have been made at this time. She requested clarification of next steps, pointing out that the VFD, as well as the Broward Sheriff's Office (BSO)

facility, needs certain improvements. Mayor Vincent recalled that this item was brought forward for the VFD only and was not meant to be extended throughout the entire public safety complex.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, was also in favor of improvements to the VFD only and felt the Town should consider the ongoing validity of having a Volunteer Fire Department.

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

Commissioner Malkoon recalled that the previous analysis of the VFD had dealt with space only. Interim Town Manager Connors recommended that the Town wait until the VFD audit has been completed, as this will determine if there is any extra room at the facility. Mayor Vincent noted that when the previous recommendations were made, no audit had been part of the process, and expressed concern with the continued delay.

The Commissioners agreed by consensus to provide upgraded facilities for the VFD only, with the time frame yet to be determined.

Interim Town Manager Connors noted that while the VFD improvements can be funded through the Town's Fire Fund, other projects could be funded using different sources, included federal COVID-19 relief. The Town does not, however, know the time frame in which this funding might become available.

The Town also could apply for Broward County transportation surtax funds. They are considering establishment of a stormwater utility tax in FY 2022, which would make funds available for several pending stormwater projects. The Parking Fund also has a balance of $6.3 million, and the General Fund includes $1.3 million that could be used toward CIP projects over and above currently encumbered projects.

Vice Mayor Oldaker recalled that the COVID-19 relief includes funds from 2020 that have not yet been made available to municipalities, with the possibility of a second wave of this funding as well.

Mayor Vincent asserted that he was opposed to the use of any transportation surtax funds that came with "strings attached," such as requirements for the Town to accept a design concept from another entity.

4. ADJOURNMENT

With no other business to come before the Commission at this time, the workshop was adjourned at 6:45 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Tedra Allen Date

Agenda Item No: 10.b

Town Commission Agenda Item Report

Meeting Date: June 8, 2021
Submitted By: Tedra Allen
Submitting Department: Administration
Item Type: Minutes
Agenda Section: APPROVAL OF MINUTES

Subject Title: May 11, 2021 - Town Commission Meeting Minutes

Recommendation: Accept/Approve

Attachments: Ex.1 - May 11, 2021 - Town Commission Meeting Minutes

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, May 11, 2021
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 7:06 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Finance and Budget Lucila Lang, Town Engineer Jay Flynn, Acting Development Services Director Jhanelle Campbell, Special Events Manager Debbie Hime, Public Information Officer/IT Administrator Steve d'Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. May 16-22 is National Public Works Week

Mayor Vincent read a Proclamation recognizing the week of May 16-22, 2021 as National Public Works Week.

b. Proclamation Honoring Town Residents Roberta and Larry Insel

Mayor Vincent read a Proclamation in honor of residents Roberta and Larry Insel for their volunteer service with Meals on Wheels and the Broward County Humane Society. May 20, 2021 was proclaimed to be Roberta and Larry Insel Day in Lauderdale-By-The-Sea.

c. Proclamation for "National Police Week" and "National Peace Officers Memorial Day" (Captain Thomas Palmer, BSO)

Mayor Vincent read a Proclamation recognizing May 15, 2021 as National Peace Officers Memorial Day and the week of May 9-15, 2021 as National Police Week.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she hoped the "disconnect" between Town officials and residents that occurred through Zoom meetings would no longer exist. She recommended that the Commissioners familiarize themselves with the Town's history and requested that roundtable meetings be reinstated.

Ron Piersante, resident, addressed the upcoming Fourth of July celebration, stating that he was concerned with the expense of $42,500 for the annual fireworks display. He did not feel this event assisted Town businesses as intended.

Scot Sasser, resident, advised that a letter he had sent to a previous Commission meeting may have been misunderstood. He emphasized that there was no intent to criticize any Commissioners or Town employees, but only a desire to point out that some types of businesses did not match the Commission's vision for the Town. He requested that this be discussed further by the Commission at a subsequent meeting and recommended that the Commission review applications from existing businesses to determine whether they were sufficiently forthcoming when they applied to open within Lauderdale-By-The-Sea.

Eva Marissa, resident, Chair of the Chamber of Commerce, invited the Commissioners and all present to the upcoming "Buzz About the Art" event at the Plunge on May 19, 2021. Social distancing will be observed, and masks are required.

Ms. Marissa also noted that the Downtown Business District has requested the Chamber's assistance in making sidewalk cafés permanent in some form. The Chamber has advised these businesses that the Chamber will not assist them until they are compliant with the Town's Code. Once compliance has been reached, the Chamber requests a workshop between business leaders and Commissioners in June or July 2021.

Ann Marchetti, resident, advised that the Chamber of Commerce requests a workshop with the Commission regarding the Town's Welcome Center and the value it brings to the community. She recommended that this meeting be scheduled in early June 2021.

Patrick Jackson, resident, provided contact information for Camp Victory Resorts for the Homeless, which would resemble a military base in Broward County. Ted Powder, also representing Camp Victory, emphasized the organization's charge to assist veterans in need of help.

Town Clerk Tedra Allen read the following written comments:

- John Graziano, resident, requested that the difference between "smoke shops" and medical marijuana dispensaries be further clarified, as there may be some confusion among residents
- Bob Noll, resident, requested that the Town's prohibition of dogs on the beach be strictly enforced
- Deborah Palmer, resident, recommended that funds be diverted from street lighting into drainage and low-cost indirect lighting
- Jose Gonzalez, resident, asked that residents have the opportunity to participate in the decision-making process for the Town's Capital Improvement Plan
- Ted and Dale Conner, residents, stated their support for a speed bump on Spanish River Drive, noting that a petition has been submitted on this issue
- Mary Veldheer, seasonal resident, recommended that El Mar Drive be left in its current configuration while receiving funds for improvements.

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

7. PUBLIC SAFETY DISCUSSION

a. VFD April 2021 Report (Chief Judson Hopping)

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

b. BSO April 2021 Report (Captain Thomas Palmer)

Captain Thomas Palmer of the Broward Sheriff's Office (BSO) advised that a breakdown of BSO's calls for service during the first quarter of 2021 are included in the Commissioners' backup materials and will be provided on an ongoing basis. He also

reported that the Citizens' Observer Patrol (COP) program is active once more and performing outdoor patrols.

Vice Mayor Oldaker commented that Police service calls have increased significantly throughout the first quarter. Captain Palmer replied that BSO is experiencing its highest-ever volume of calls, including service calls, which he characterized as a catchall category among dispatch codes. These may include bicycle patrols, "walk and talk" deputy meetings, welfare checks, and other nonspecific interactions.

Vice Mayor Oldaker also addressed traffic citations, noting that warnings are logged. Captain Palmer advised that the report breaks down citations into moving and non-moving violations and are actual written warnings. These numbers may differ from the number of traffic stops at the end of the report, as these may involve verbal warnings only.

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

8. TOWN MANAGER REPORT

a. Town Manager Report (Linda Connors, Interim Town Manager)

Interim Town Manager Linda Connors stated that beach renourishment has been postponed until November 2022 to avoid disturbing turtle nesting season. Development Services Staff is working with Downtown businesses to ensure compliance regarding noise, sidewalk café configuration, and fire safety issues in parking areas. Staff will begin issuing citations for violations the following week.

The fiscal year (FY) 2020-2021 Development Services budget includes funds set aside for a new business tax receipt (BTR) program; however, Staff determined that they would first proceed with new software for the Finance Department to ensure that systems are integrated. Development Services will postpone a request for proposal (RFP) for this program until 2022.

Public Works Staff responded to a sinkhole and broken pipe on Imperial Lane. Although the cost of repairing the pipe was quoted as $68,000, Public Works Director Ken Rubach determined that this pipe can be lined in the same way as other pipes throughout the Town. This reduced costs from roughly $68,000 to $7000.

The Lauderdale-By-The-Sea Chamber of Commerce has requested a presentation on the Visitors' Center, as noted during Public Comment. Interim Town Manager Connors proposed that this meeting be held on June 8, 2021. Commissioner Malkoon has also requested that a guest speaker be scheduled for a presentation on "Florida-friendly" landscaping, which is proposed for a July 2021 Commission meeting.

Interim Town Manager Connors added that while the Chamber of Commerce had requested a meeting with Downtown businesses over the summer, she would recommend postponing this meeting in October 2021, as presentations, special meetings, and budget meetings will be scheduled through September.

Commissioner Malkoon suggested scheduling the Downtown business discussion earlier in the year due to the potential urgency of these issues. Interim Town Manager Connors explained that the Downtown business owners have expressed a desire to permanently remove parallel parking spaces in this area. Mayor Vincent also felt the discussion with Downtown business owners be scheduled in a workshop format at an earlier date and recommended that this be held in June or July, with Commission consensus.

The following dates were established for workshop meetings and presentations:

- June 8: Discussion with Downtown businesses and Chamber of Commerce
- June 29: Chamber of Commerce/Visitors Center discussion
- July 13: Florida-friendly landscaping

Interim Town Manager Connors concluded that Staff is working to make Town television channel 78 more interesting. Three months' worth of Town Topics programs have been filmed thus far. The channel will be used more often to provide public information.

Mayor Vincent requested an update on the issue of dogs on the beach by Code Enforcement. Interim Town Manager Connors reported that Code Enforcement Staff periodically talks with individuals who bring their dogs to the beach at different times of day. Mayor Vincent noted that this is a difficult ordinance to enforce and on which to follow up, as Code Enforcement cannot have a 24-hour presence on the beach.

Commissioner Malkoon asked if any Code changes will be required for the Town's upcoming pilot project of a dog park area at Friedt Park. Interim Town Manager Connors replied that Staff is already working on amendments to Chapter 4, "Animals," of the Town's Code.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen addressed public comment regarding businesses permitted by the Town, clarifying that the Commission enacted an Ordinance prohibiting medical marijuana dispensaries within Town limits. She emphasized that this is a distinctly different use from “smoke shops” or “head shops.”

Mayor Vincent recalled that in 2010, the Commission had discussed various uses in a workshop format, including prohibition of certain types of businesses. He requested an update on this, including whether the Town may take any prohibitive action at this time.

Town Attorney Trevarthen advised that a Florida Statute authorizes tobacco shops to sell a number of smoking devices as long as these do not exceed 25% of the store’s overall revenue. She further recalled that the Commission had discussed several other uses at the 2010 workshop, and that she has spoken with individual Commissioners on this topic as well. While the Town is constrained in regulating a number of uses, Staff is currently working on a definition of “specialty shops” that can be added to Code.

Town Attorney Trevarthen further clarified that a number of the uses that may potentially fall into the category of specialty shops have particular Constitutional protections, which makes the subject more complex.

Mayor Vincent observed that there are currently two to three smoke shops in the Town and expressed concern with how certain specialty shops may be classified. He was also concerned with how the most recent specialty shop was permitted, noting that the intent was for unnamed non-permitted uses to come before the Commission. He wished to ensure that if this issue arises again before the Town has taken further action, it would come before the Commission as intended.

Town Attorney Trevarthen stated that the answer is to create a definition of specialty shops. She acknowledged the concern by the Mayor and Town Staff and advised that if an application for another specialty shop came forward, they would need to confer to determine how to proceed.

Mayor Vincent clarified that the objection is not to smoke shops in general, but the sale of certain smoking paraphernalia. He asserted that he wished to ensure that the Commission is aware of this issue and is prepared to make a decision on future business applications, including the possible application of conditional use criteria.

Town Attorney Trevarthen confirmed that any additional applications would be brought to the Commission for discussion, and that Staff would bring back a strategy that includes address of specialty shops. Interim Town Manager Connors further clarified that the store in question includes a retail component, including clothing, incense, gift items, and other merchandise as well as smoking paraphernalia.

Commissioner Malkoon asked how the Town might measure the percentage of a business's revenue that comes from sale of specific items. Town Attorney Trevarthen replied that once a business is in place, this becomes a question for Code Enforcement.

Commissioner Strauss recalled that at a previous meeting, he had encouraged the drafting of an Ordinance that would allow the Commission to address nonconforming or specialty uses on a case-by-case basis. He reiterated this recommendation, pointing out that this would provide an additional level of review for incoming businesses that may be questionable.

10. APPROVAL OF MINUTES

a. April 27, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

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

11. CONSENT AGENDA

a. Approving the 2021 Amendments to the Interlocal Agreements between Broward County and the Town of Lauderdale-By-The-Sea providing for Division and Distribution of the proceeds of the three-cent local option gas tax and the fifth-cent local option gas tax on motor fuel for transit.

b. Approving the 2021 Wastewater Billing Services Agreement between the Town of Lauderdale-By-The-Sea and the City of Fort Lauderdale (Lucila Lang, Director of Finance & Budget)

c. Letter of Support for Justice Assistance Grant-Countywide (JAG-C) (Neysa Herrera, Assistant to the Town Manager)

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

12. OLD BUSINESS

a. Results of Speed Study for Speed Hump on Spanish River Drive (Linda Connors, Interim Town Manager)

Interim Town Manager Connors recalled that on March 9, 2021, a request was brought forward from residents on Spanish River Drive to establish a speed hump in their neighborhood. The next step was to forward this request to Broward County's Traffic Engineering for a speed study, which was conducted on April 14, 2021. The neighborhood's eastbound lane registered 78 vehicles, while the westbound lane registered 90. Broward County standards state that the 85th percentile of traffic must be eight or more miles over the speed limit, which is 25 miles per hour (mph).

The April 14 study found that the average eastbound speed was 22 mph, while the average westbound speed was 25 mph. The 85th percentile was 29 and 30 mph, respectively. This means the criteria for a speed hump were not met.

Interim Town Manager Connors advised that the Commission may take this into consideration regarding whether or not they would like to have further discussion of a speed hump in the subject community. The cost would be approximately $10,000 for construction. A temporary speed hump is also an alternative.

Commissioner Strauss recommended temporary speed humps, as this would provide an opportunity to test whether drivers can be trained to slow down. He added that he had discussed with Staff the possibility of purchasing a number of these temporary devices and using them in other areas of the Town, such as El Mar Drive, where speeding occurs.

Commissioner Malkoon agreed with the suggestion of temporary speed humps as well, and asked that Staff review the study procedure, as it may need an update. He felt the current procedure subjects residents to an additional level of red tape.

Commissioner Malkoon made a motion, seconded by Commissioner Sokolow, to approve a temporary speed hump on Spanish River Drive. Motion carried 5-0.

13. NEW BUSINESS

a. 4th of July Celebration (Judson Hopping, VFD / Debbie Hime, Special Events Manager)

Special Events Manager Debbie Hime advised that Staff, the Volunteer Fire Department (VFD), and BSO recommend holding the Fourth of July parade in 2021, although they do not recommend the usual "family fun day" event, as this would be a large public gathering. The fireworks display would be based at the vacant FDG lot, with an alternative location to be approved by the Fire Marshal.

All conditions and permitting required for this event are included in the Commissioners' backup materials, including the following items for the Commission's consideration:

- Consider selection of an event Chair
- Approve payment to the VFD for the services they provide
- Blocking of fireworks area to vehicular traffic

Staff also proposes that visitors' and beachgoers' cars not be parked on El Mar Drive's median lanes during the day in order to reduce crowding.

VFD Chief Judson Hopping advised that the Fourth of July falls on a Sunday in 2021, and the Department will be willing to support whatever decisions the Commission may make about programming.

The Commissioners discussed the proposal, with Mayor Vincent stating that he did not object to any of the proposed events and was in favor of resuming family fun day as well. Commissioners Sokolow and Malkoon agreed as well. Mayor Vincent also volunteered to chair the event.

It was determined that signage advertising the event would be placed in Town neighborhoods, and parking would be permitted on El Mar Drive.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker to approve a full Fourth of July celebration including a parade, family fun day, and fireworks, with Mayor Vincent to act as Chair. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Vice Mayor Oldaker requested that residents take note of new signage at the Hibiscus Avenue/Bougainvillea Drive intersection and crosswalk.

Commissioner Malkoon thanked Town Staff for their work during the pandemic and adherence to multiple regulations and emergency orders.

Mayor Vincent welcomed all back to Jarvis Hall.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

a. Ordinance 2021-02 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT SECTION 6-4 "STREET CLOSURES," SECTION 14.5-68 "EXCLUSION OF PUBLIC AREAS," SECTION 20-23 "DEFINITIONS" TO CHANGE REFERENCES OF THE "MUNICIPAL SERVICES DEPARTMENT" TO "PUBLIC WORKS DEPARTMENT"; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE (Neysa Herrera, Assistant to the Town Manager)

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

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

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:28 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Tedra Allen Date

Agenda Item No: 10.c

Town Commission Agenda Item Report

Meeting Date: June 8, 2021
Submitted By: Tedra Allen
Submitting Department: Administration
Item Type: Minutes
Agenda Section: APPROVAL OF MINUTES

Subject Title: May 25, 2021 Town Commission Meeting Minutes

Recommendation: Accept/Approve

Attachments: Ex.1 – May 25, 2021 Town Commission Meeting Minutes

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, May 25, 2021
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:33 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Public Works Ken Rubach, Director of Finance and Budget Lucila Lang, Town Engineer Jay Flynn, Planner Sue Leven, Special Events Manager Debbie Hime, Public Information Officer/IT Administrator Steve d'Oliveira, and Town Clerk, Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pastor Patrick C. Jackson gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Presentation of the Comprehensive Annual Finance Report (CAFR)

Director of Finance and Budget Lucila Lang introduced David Caplivski of external audit firm Grau and Associates, who presented the Town's the Comprehensive Annual Finance Report (CAFR). This report includes the Town's external audit for fiscal year (FY) 2020, completed by Grau and Associates.

Mr. Caplivski reported that the Town's FY 2020 financial statements received a clean or unmodified opinion, which means there were no material misstatements. Property tax revenue increased by $104,000, while revenue from charges for services increased by $1 million. This was primarily due to the collection of a large Code Enforcement fine of

$1.6 million. This amount was assigned to future capital projects as of September 30, 2020.

Compliance reports include an assessment of the Town's internal controls. Grau and Associates had two findings, one of which showed that Police Department expenditures exceeded appropriations due to a lack of budget amendment. The other finding addressed the Town's investment policy and continuing education. Management has responded to both findings and committed to making appropriate changes in the next fiscal year.

Vice Mayor Oldaker requested clarification of the "clean" audit designation. Mr. Caplivski explained that this is the best opinion that a governmental body can receive for audit and financial statements.

Commissioner Malkoon asked for additional information regarding the auditors' recommendation for threshold analysis of internal controls. Mr. Caplivski stated that Grau and Associates included a letter that recommended changes, although these did not rise to a level requiring inclusion in the internal control report. He characterized these as opportunities for improvement. One example is the threshold on procurement policies, for which the audit firm recommends a cost-benefit analysis to determine whether these thresholds remain at an appropriate level.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, recalled that at a previous workshop meeting, she had requested that El Mar Drive be included in the FY 2021-2022 budget. She pointed out that $1.6 million from the Holiday Inn settlement, as well as the $677,000 from the Oriana settlement, were set aside specifically for use on this roadway. She concluded that the Town should make location changes for Broward Sheriff's Office (BSO) staff in the Downtown area due to heavy pedestrian traffic on weekends.

Lee Gottlieb, resident, spoke on Item 17a, which addresses dune management. He recalled that in the past, the Town has partnered with environmental volunteer agencies to build dunes on its beaches. He emphasized the importance of developing an urban beach dune management and maintenance plan for Lauderdale-By-The-Sea to serve as a framework for the Town and its property owners.

Pastor Patrick C. Jackson, resident, advised that his church offers outreach to the homeless community through its nonprofit, Camp Victory Resorts for the Homeless, which provides meals, clothing, and other items and services free of charge. He encouraged Town residents to consider assisting this nonprofit, and provided contact information by phone (786-702-6525) and email (actionnpack@yahoo.com).

Michael Kelly, resident, expressed concern with a nearby condominium neighbor who uses medical marijuana, as he himself and his fiancée experience respiratory issues. He noted that the state of California requires individuals using medical marijuana to do so within an indoors or otherwise enclosed environment. He requested that the Commission consider a similar requirement.

Cynthia Gaynor, resident, provided written public comment in opposition to the possibility of a temporary speed hump on Spanish River Drive, citing damage to vehicles. She did not feel speeding was a concern on this street.

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

Mayor Vincent observed that the Town may not be able to create restrictive measures that apply to smoking condominiums. It is likely that changes of this nature would have to be done at the state level.

7. PUBLIC SAFETY DISCUSSION

a. AMR April 2021 Report

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

8. TOWN MANAGER REPORT

a. April 2021 Finance Report

Director of Finance & Budget Lang advised that the $1.6 million that has been transferred from the General Fund to the Capital Fund will be allocated to El Mar Drive improvements, as determined in the previous Town Commission meeting. She added that the Parking Fund shows significant improvement from April 2020 to April 2021, with an increase of $231,000.

Vice Mayor Oldaker noted that the exact amount of the transfer is $1.65 million. He also commented that while the $677,000 from the Oriana settlement is restricted specifically to use on El Mar Drive, the additional funding from the Florida Development Group (FDG) mitigation is not subject to the same restriction and may be used elsewhere on capital projects if needed.

Mayor Vincent recalled that in earlier years, the Town had previously collected mitigation funds on other FDG-owned properties, and suggested that the Commission combine these funds and earmark them for use on El Mar Drive as well. He asked that Staff bring back a total of these funds to be used to the benefit of El Mar Drive.

b. Town Manager Report

Interim Town Manager Linda Connors provided an update on the Capital Improvement Plan (CIP) projects to which the Commission had agreed in March 2021. The Visitors Center and Terra Mar drainage projects have been completed, and the Dune Master Plan and Palm Club sewer project are on tonight's Agenda. The A1A Pine Avenue to Terra Mar Drive project is led by the Florida Department of Transportation (FDOT), which has not yet begun.

The Town is moving forward with repairs to the Bel Air seawall, which is currently being reviewed for permitting. Dredging is also being reviewed for permitting. The Codrington Drive drainage project was brought before the Commission on April 13, 2021, at which time the Commission recommended outreach to Fort Lauderdale. Director of Public Works Ken Rubach has met with that city and further updates will be provided at the June 29, 2021 Commission meeting. The Bougainvillea Drive/Poinciana Street drainage project will begin after the Codrington Drive project commences.

Work has begun on the street sufficiency study. A consultant has been hired to assist with permitting for the A1A/Hibiscus Drive crosswalk. FDOT approval is necessary to begin this project.

Building permits have been submitted for repairs to the Town Hall roof, and painting will begin once work on the roof has been completed. Work has not yet begun on pedestrian amenities discussed in March 2021.

The Commission allocated $100,000 for lateral sewer lining, which is expected to begin in July 2021. Roughly 25 laterals will be lined using these monies from the Sewer Fund.

Interim Town Manager Connors advised that hurricane season begins on June 1, and urged residents to be prepared for these emergencies. Town Staff will meet with hurricane preparedness vendors on June 4 to ensure that all parties are ready to take action in the event of an emergency.

Before the June 8 Town Commission meeting, a workshop is scheduled at 5 pm. to discuss the Downtown area. On June 29, the Visitors Center will also be discussed at a 5 p.m. workshop. Staff is working to schedule a presentation on Florida-friendly landscaping in July.

Mayor Vincent addressed flooding on Codrington Drive, noting that some sections of this roadway have historically been prone to flooding. He asked Public Works Director to research how long more severe flooding has occurred in these sections and bring this information back at the June 29 meeting. Public Works Director Rubach replied that he would review notes on this area and speak to longtime residents who may be able to provide anecdotal information.

Commissioner Malkoon recalled that during hurricane season 2020, a number of Broward municipalities worked with Fort Lauderdale, which served as a hurricane debris disposal site. He asked if this is a possibility again in 2021. Public Works Director Rubach advised that Pompano Beach has also indicated that the Town may use its site as long as both municipalities use the same debris management contractor. This will mean the Town has access to two debris disposal locations.

9. TOWN ATTORNEY REPORT

Mayor Vincent noted that there had been discussion at previous Commission meetings regarding permitted and specialty uses. Town Attorney Susan Trevarthen advised that Staff plans to bring an Ordinance before the Commission in June 2021 for first reading.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. BugFest-By-The-Sea 2021

Public Information Officer/IT Administrator Steve d'Oliveira reported that the ninth annual BugFest-By-The-Sea will be slightly scaled down in 2021. It will include the following events:

- Kickoff party at Plunge
- Chef competition/diver awards party at Ocean Plaza Pavilion
- Dive Hard benefit concert at Plunge
- Pier cleanup at Anglin's Pier

Staff is requesting Commission approval for on-street parking on El Mar Drive for the concert event. The Commission agreed by consensus to permit this parking for the concert.

b. Palm Club Sewer Request for Qualifications (RFQ) Construction Management at Risk (CMAR) Selection

Public Works Director Rubach explained that the Palm Club septic-to-sewer project will replace the existing septic systems with a gravity sewer, which will transport waste to a force main and then to a treatment facility. The design process for this project has been completed. Staff has ranked three firms and recommends ManCon Construction in first place, followed by Whiting Turner. Public Works Director Rubach requested that the Commission allow the Interim Town Manager to negotiate a contract with ManCon, which will be brought back for approval at a subsequent meeting.

Commissioner Sokolow requested clarification of the anticipated timeline for this project. Public Works Director Rubach replied that it is expected to last over two fiscal years, estimating eight to twelve months depending upon weather and other factors. The contractor will install a gravity sewer and lift station to connect to the improvements made by private homeowners.

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-32, establishing the RFQ rankings and authorizing the

Interim Town Manager to negotiate a contract with ManCon Construction for CMAR services for the Palm Club sewer project; upon successful negotiation, the Interim Town Manager will present the negotiated contract to the Commission for approval. Motion carried 5-0.

c. Fiscal Year 2021-2022 BSO Proposed Budget

Finance Director Lang stated that the proposed BSO budget for FY 2021-2022 is $5.3 million, which represents an increase of roughly $206,000 or 6%. The largest increase comes in personal services, where one Deputy Sheriff Sergeant will be added and the part-time receptionist position will be reduced to one. BSO Captain Thomas Palmer recalled that the Deputy Sheriff Sergeant position was discussed at a previous meeting and received consensus for inclusion in the proposal.

Commissioner Malkoon addressed the $80,000 to be budgeted for Downtown, asking if this is part of the Town's overtime agreement with BSO. Interim Town Manager Connors replied that this amount would cover the cost of enhanced coverage Downtown, which would be similar to the service provided since January 2021. It would provide one Deputy in four-hour shifts from Thursday through Sunday. The $80,000 would be over and above the $5.3 million budget.

Capt. Palmer recalled that BSO had provided the Town with a memorandum of understanding (MOU) that is separate from the Police services agreement. The $80,000 would be dedicated to this high-visibility service in the Downtown area during the tourist season, and can be stopped or started at any time. The service would be renewed on October 1, 2021 if that is the Commission's desire.

Commissioner Malkoon commented that he was in favor of continuing BSO's high-visibility presence Downtown at least through the remainder of FY 2021. Commissioner Sokolow agreed that the additional $80,000 should be planned in the budget.

Vice Mayor Oldaker observed that in addition to BSO's enhanced Downtown presence, he was in favor of an increased Marine Unit presence, as there has been significant speeding on the Town's waterways. He requested that Marine Unit figures be provided for further review. He also asked if a County traffic enforcement entity will be present in the Town. Capt. Palmer advised that this group is currently traveling throughout Broward County and he hopes to have it back in the Town in summer 2021. While the previous group is a regional asset that is available upon request, the group he hopes to bring to

Lauderdale-By-The-Sea in summer consists of motor units from throughout Broward County.

Vice Mayor Oldaker also inquired about the availability of message board signs, which can provide information on parking, street closures, special events, and other issues. Capt. Palmer replied that the Town owns one such unit approaching the end of its useful life, and has recently purchased a second unit. He also borrows additional sign units from other jurisdictions for special events. Vice Mayor Oldaker was in favor of using these signs to emphasize traffic regulations at locations throughout the Town.

Interim Town Manager Connors provided the requested information on the Marine Unit's FY 2020 budget: an eight-hour shift two days a week, typically weekends, would be $2100 per week, while an eight-hour shift seven days a week would be closer to $7400 per week. Capt. Palmer advised that there is an additional cost for the Marine Unit vessel's fuel, which is included in the quoted price. The vessel costs $50 per hour.

Commissioner Strauss also agreed with the proposed additional seasonal expenditures for Downtown. He agreed with Vice Mayor Oldaker that a larger Marine Unit presence is needed, and was in favor of Saturday and Sunday shifts. He continued that he has also discussed the possible use of traffic calming devices on El Mar Drive with Captain Palmer, as there has been speeding on this roadway as well. He requested that this be brought back to the Commission for further discussion in the near future.

Vice Mayor Oldaker suggested reaching out to Sea Ranch Lakes to share the expense of an increased Marine Unit presence. Capt. Palmer advised that this has already been done, but Sea Ranch Lakes did not wish to participate at this time.

Mayor Vincent asked if the Town has jurisdiction to lower the speed limit on El Mar Drive, which is 25 miles per hour (mph). Capt. Palmer replied that he would look into whether this lower speed is an option for a mixed-use roadway.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve the FY 2021-2022 proposed budget with the addition of $80,000 for enhanced BSO coverage. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Commissioner Malkoon advised that he had attended a recent Buzz About Art event held by the Chamber of Commerce at the Plunge Hotel. He recognized resident Ann Marchetti

for her work in putting together this event, and spoke in favor of more Town events involving public art in the future.

Vice Mayor Oldaker thanked Public Works for putting up the Town's Memorial Day decorations. He also expressed concern with the communications equipment used at Commission and other public meetings. Interim Town Manager Connors advised that she has asked Public Information Officer d'Oliveira to look into this issue.

Commissioner Strauss urged all residents to prepare for hurricane season.

Commissioner Sokolow advised that he was happy to see the plans for the upcoming Fourth of July and BugFest celebrations, as these were signs that the Town is returning to normalcy following the pandemic.

The Commission wished residents a happy Memorial Day holiday.

15. ORDINANCES 1ST READING

a. Ordinance 2021-03 -- AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING THE TOWN'S COMPREHENSIVE PLAN BY AMENDING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES, AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE TOWN COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Planner Sue Leven explained that this Ordinance addresses the Peril of Flood Act, which passed in 2015 and updates Florida Statutes regarding flooding. It recognizes the importance of planning against future flood risks, and addresses redevelopment strategies and engineering solutions to combat sea level rise.

In order to conform to the requirements of the Peril of Flood Act, the Town must consider development and redevelopment strategies that reduce losses from coastal flooding, identification of site development practices to reduce these losses, consistency with the Florida Building Code, and continued participation in the community rating system used by the National Flood Insurance Program, among other activities.

The Town was approached several years ago by the South Florida Regional Planning Council (SFRPC) to support a grant that would assist municipalities in meeting the state's Peril of Flood requirements through amendments to the Coastal Management Element (CME) of the Town's Comprehensive Plan. The Town agreed to support this grant, which was approved. Staff from Lauderdale-By-The-Sea and other South Florida municipalities worked with SFRPC over the course of the project.

Staff requests that the Commission vote to approve the amendments included in their backup materials, which apply to the goals, objectives, and policies of the CME and would bring the Town into compliance with state mandates and adopt up-to-date Peril of Flood language into the Comprehensive Plan. This will reflect what the state would like to see from the Town with regard to meeting the Peril of Flood Act requirements.

Vice Mayor Oldaker commented that the document also provides information on continued participation in the Community Rating System for the National Flood Insurance Program, which helps lower flood insurance for any resident who wishes to purchase it.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve the proposed Ordinance amending the CME of the Town's Comprehensive Plan on first reading. Motion carried 5-0.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

a. Resolution 2021-30 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE RANKINGS FOR REQUEST FOR QUALIFICATIONS NO. 21-03-02 FOR CONSULTING SERVICES RELATED TO THE CREATION OF A DUNE MASTER PLAN; AUTHORIZING THE INTERIM TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE NUMBER

ONE RANKED FIRM, MOFFAT & NICHOL, INC. IN AN AMOUNT NOT TO EXCEED $75,000; PROVIDING FOR AN EFFECTIVE DATE (Exhibit 1)

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, asked to know which individuals served on the Town's Evaluation Committee for this selection, and expressed disappointment that Lee Gottlieb, who had provided public comment earlier, was not one of this committee's members.

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

Public Works Director Rubach explained that the Evaluation Committee was comprised of himself, Neysa Herrera, Assistant to the Town Manager, and Mike Walker, Buildings and Public Lands Supervisor. Mr. Gottlieb was involved in a previous aspect of the dune planning process.

When Broward County became aware that the Town was involved in a dune reclamation project, however, the County wished to be apprised of any further permits for dune reclamation, and indicated that they could object to the permitting process at the local level. Public Works Director Rubach concluded that while Broward County has some input on beach projects such as renourishment, this decision ultimately lies with the Florida Department of Environmental Protection (DEP) in Tallahassee.

Commissioner Strauss asked how the dune management project fits with the beach renourishment project on which the Commission recently voted. Public Works Director Rubach replied that the dune project is expected to establish a baseline topography of the beach. He strongly emphasized the importance of dunes in mitigating the effects of serious storms.

Commissioner Strauss asked if the dune project must be undertaken prior to beach renourishment. Public Works Director Rubach advised that this was not necessary, as the two projects are complementary. He characterized the dunes as a "sand bank," as they can provide sand for small renourishment projects over time.

Assistant to the Town Manager Neysa Herrera concluded that the Town has the opportunity to secure a $30,000 grant to offset some of the project's costs. The grant award will be made in summer 2021.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve the Evaluation Committee's rankings and authorize the Interim Town Manager to negotiate and execute an agreement with the number one-ranked firm, Moffat & Nichol, in an amount not to exceed $75,000. Motion carried 5-0.

b. Resolution 2021-31 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A FEE SCHEDULE FOR THE RENTAL OF KEYS TO ACCESS THE TOWN'S TENNIS AND PICKLEBALL COURTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

It was clarified that Resolution 2021-31 is retroactive to January 2021, when the emergency treatment of this program expired.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-31, formally establishing an annual fee of $120 for tennis court keys, prorated at $10 per month; this fee will be retroactive to January 15, 2021. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:01 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Tedra Allen Date

Town Commission Agenda Item Report

Meeting Date: June 8, 2021
Submitted By: Ken Rubach, Director of Public Works
Submitting Department: Public Works
Item Type: Discussion Item
Agenda Section: OLD BUSINESS

Subject Title: Codrington Drive Complete Streets Design

Aerial of Project Location

Explanation: At the April 27th Commission meeting, staff brought forward the Baxter & Woodman proposal for the Codrington Drainage and Complete Street design for the Commission's consideration **(Exhibit 1 – Proposal, Exhibit 2 – April 27th Agenda Memorandum)**. The proposed project includes:

- A survey of the street
- A conceptual layout of the proposed facilities;
- The preparation of drawings and specifications for soliciting proposals; and
- Assistance with the project's permitting requirements.

The cost for the Services is $105,862; $120,000 was budgeted for this design in the FY21 Capital Improvement Plan. If approved, staff will schedule meetings with Codrington residents to seek their input on the overall design. Anticipated construction for this project would begin in FY22 pending budget approval.

At the April 27th meeting, the Commission tabled the item and requested that staff meet with Fort Lauderdale to see if they could address any of the backyard flooding issues being experienced by Codrington residents from the neighboring properties in Fort Lauderdale.

The Director of Public Works & Town Engineer met with Fort Lauderdale staff on May 21st to review the conditions in the field and noted that drainage system along NE 42nd Court has adequate capacity to handle the runoff from the public right-of-way. They all concluded that the issues stem from the fact that the backyards of the properties abutting NE 42nd Court are higher then ones abutting Codrington Drive, causing runoff onto the Codrington Drive properties. As this flooding is occurring all on private property, with no drainage easements present, the City of Fort Lauderdale is limited to what it can do. These issues would have to be addressed by the respective property owners.

Staff then investigated if there were any easements along the rear of the properties on Codrington Drive and found that the original plat of the Town included a 35' easement at the rear of the Codrington properties on the south side of the street where the flooding is occurring. At the February 10th, 1987 Commission meeting, residents of Codrington Drive submitted a petition to the Commission requesting that the Town vacate this easement. At their October 11, 1988 meeting, the Commission approved the vacation and the 35' was transferred to the adjacent property owners.

Like Fort Lauderdale, the Town is limited to the assistance that we can provide on private property. However, Town staff will continue to work with property owners on a case-by-case basis to provide individual guidance in planning for their property's stormwater remediation.

Staff also spoke with former Vice Mayor Dodd, who is familiar with the historical flooding that occurs on Codrington. He pointed out that the commercial building on the SE corner of Codrington Drive & Thomas Way exacerbates the flooding situation on the east end of Codrington as significant amounts of run off come from their parking lot once the onsite storm basins are full. He also noted the height elevation differences as discussed above as possibly contributing to the flooding on the west end of the street. The proposal already included a requirement to review the runoff from the commercial building and we will propose a design project that mitigates these issues where feasible.

Staff would like to move forward with the project so that the flooding that occurs on the public right-of-way can be addressed. As part of the project, we will schedule a meeting with the residents on the south side to discuss their private flooding issue and provide general guidance.

Recommendation: Approve and authorize the Interim Town Manager to execute the Baxter and Woodman Work Authorization subject to the terms and conditions of the Continuing Contract for the Codrington Drive Drainage and Complete Streets Design.

Attachments:
Ex. 1 – Baxter & Woodman Proposal
Ex. 2 – April 27, 2021 Agenda Memorandum

Reviewed by Town Attorney:

☒	**Yes**	☐	**No**

TOWN OF LAUDERDALE BY-THE-SEA
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Contractor: Baxter & Woodman, Inc

Contractor's Address: 477 S. Rosemary Ave, Suite 330, West Palm Beach, FL 33401

Contract No. **Agreement Description:** Continuing Professional Services Contract	**Work Authorization No.:** 16 **Effective Date** _____
P.O. # For Work Authorization:	**Budget**

Brief Task Description: Provide data collection, design, and permitting services for roadway and drainage improvements on Codrington Drive. See detailed scope of services for limits of project area and description of the project components.

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: $105,862.00 unless additional services are authorized by the Town in writing. See Exhibit "B"

Compensation elements are as follows:

	Method of Compensation (Lump Sum, Hourly NTE)	Amount ($)	Project Code
Data Collection	Lump Sum	$35,125.00	
Preliminary Design	Lump Sum	$16,758.00	
Design	Lump Sum	$39,940.00	
Permitting	Lump Sum	$9,292.00	
Bidding Assistance	Lump Sum	$3,997.00	
Reimbursables	NTE	$750.00	
Total		**$105,862.00**	

Other Notes:
This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract dated 3/15/2017.
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:

Town Manager _____ (Signature) _____ (Date)

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

If over $15,000, date this work was approved by the Town Commission on: _____

Contractor Acceptance:
Contractor Name: Rebecca Travis, P.E.
Title: Vice President

Rebecca C. (Signature) 4/20/2021 (Date)

Approved Form HSK 11-8-11

Exhibit A
Work Authorization No. 17
Poinciana/Bougainvilla Roadway and Drainage Improvements
Engineering Design and Permitting

Scope of Services

A. Background

Project includes roadway and drainage improvements for 1,400 linear feet of Codrington Drive. This project was identified in the 2020 Stormwater Master Plan Update as in need of drainage improvements to reduce flooding. The drainage improvements include inlets and stormwater pipes. Replacement of an existing outfall pipe is also proposed with a larger steel pipe that will function with a future pump station proposed in the 20-year CIP to mitigate predicted sea level rise impacts. The road is proposed to be resurfaced and regraded to facilitate drainage runoff to the inlets. An attempt to address flooding in backyards will also be made, but will be dependant on legal access to those areas. The roadway design will include speed humps and landscaping for traffic calming. This project will be designed in 2021 and constructed in 2022. A rough Engineer's Opinion of Construction Cost is estimated at $740,000 assuming competetive bidding and a 25 percent contingency.

EXHIBIT 1

The Town has requested Baxter & Woodman, Inc. (Consultant) to design the recommended drainage improvements as well as associated roadway improvements and streetscaping. The scope also includes permitting and bidding assistance.

The project components include:

- Drainage improvements (pipes, manholes and inlets)
- Roadway Improvements (resurfacing, regrading, striping, speed humps and landscaping.

Work Authorization No. 16 provides the scope of work, schedule, and fees for data collection, design and permitting for this project.

B. Scope of Services

The Consultant's Engineering Services shall include the following tasks:

- Task 1 – Data Collection
- Task 2 – Preliminary Design
- Task 3 – Design
- Task 4 – Permitting
- Task 5 – Biding Assistance

The specific scope of services to be provided by Consultant in this Work Authorization includes the following:

Task 1 - Data Collection

Subtask 1.1 Topographical Survey

Consultant shall furnish the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. As required by Broward County, the design survey shall utilize the 1988 NAVD datum. All existing facilities and utilities within these limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project and will include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. As required by Broward County, the design survey shall utilize the 1988 NAVD datum. All topographical surveys shall have stationing established from south to north and west to east. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:

    a. Location of all visible fixed improvements within the right-of-ways (including visible fixed improvements that would pertain to engineering design lying 10 feet outside of R-O-W on each side), easements and parcels of the project limits, including physical objects, roadway pavement, driveways, sidewalks, alleyways, walls, curb, drainage swales, shrubs, trees (use approved tree symbols), sprinkler heads and control valves, lift stations, signs, fences, power poles, buildings, and any other encumbrances, including point of curvature and point of tangency.

    b. Location of all known above and below ground existing utilities: FP&L, AT&T, Cable TV, Natural Gas, Potable Water (pipe diameter, TOP, valves TON, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves TON), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs w/in 10-ft. R-O-W), outline of Lift Stations, Reclaimed Water Mains (pipe diameter, TOP, and valves TON), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and all other accessible structures.

    c. Identify all platted rights-of-way lines within the project limits (including bearing and distances for centerline), lot numbers, house/building address, ownership lines, block numbers and dedicated easements according to recorded plats. This also includes the horizontal location of the front two corners of the building on each lot and finished floor elevations.

    d. Cross-section elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades and shoulder grades, low points and all right-of-way lines. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks. Two grades (one at the right-of-way line and one 10 feet back) shall be indicated on the driveways to indicate direction of grade.

    e. The survey shall include topography of the complete intersection and/or alleyway or side-street, 50 feet beyond radius returns, at the terminal end of each street.

    f. Provide and reference benchmarks at maximum 600-foot intervals. Elevations to be referenced to an existing established Town or County Benchmark.

Subtask 1.2 Geotechnical

Consultant shall furnish the services of a professional geotechnical engineer to provide subsurface investigations (data shall be incorporated into the design documents) of the project area that will include:

- Perform Three (3) standard penetration test (SPT) borings to depths 15 feet. Soils will be characterized and depths of pavement, base and subgrade will be identified.
- MOT plan for work in travel lanes.
- Evaluate field data collected and provide signed and sealed geotechnical engineering evaluation report with recommendations regarding excavation, pipe bedding, and backfill/compaction.

Subtask 1.3 Utility Coordination

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, potable water, sanitary sewer, etc.) shall be performed to collect record information. A field reconnaissance of the proposed pipeline alignment shall also be performed. Photograph log walk-through will be included. In addition, potential underground existing utilities will be identified. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Subtask 1.4 Field Verification – Soft Digs

Consultant shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the project limits. It is estimated that approximately eight (8) utility locations will need to be pot-holed.

Task 2 – Preliminary Design Services

Subtask 2.1 Conceptual Layout

Consultant shall prepare a conceptual layout of the proposed facilities based on the locations of existing utilities to minimize conflicts. Roadway layout will be conceptualized and included to illustrate, travel lanes, curbing, striping, speed humps and landscaping. The layout will also include recommendations regarding backyard flooding that occurs at some locations in the neighborhood. Recommendations may include filling and sodding the low areas or adding small diameter pipes and yard drains extending to the backyards where complaints of flooding have occurred. Based on a review of the topography, it appears that there may be two or three locations where yard drains may be needed. These recommendations will assist the Town in its decision regarding this issue. It should be noted that the assessment of backyard flooding does not suggest in any way that the Town is legally responsible for or capable of mitigating the problem which appears to have been caused by development south of the properties and outside of the Town limits.

Subtask 2.2 Hydrologic & Hydraulic Modeling

The Stormwater Master Plan Model will be utilized to build a more detailed drainage simulation of the project drainage based on the conceptual design layout. This model will confirm the pipe sizes and will be needed as part of the permit submittals to verify that the proposed discharge rate will not exceed the existing peak rate. A drainage report will be prepared.

Subtask 2.3 Conceptual Landscape Design

Conceptual landscaping design will be performed for areas designated in the conceptual site layout. It is anticipated that these areas may be incorporated with speed humps for a traffic calming effect. The landscaping will be incorporated in the conceptual layout for presentation to the Town and residents.

Subtask 2.4 Design Review and Public Outreach Meetings

The conceptual design and site layout will be reviewed with Town staff to solicit comments prior to moving forward with design. A public outreach meeting will also be attended where the Consultant will present the conceptual layout to the residents, answer questions and solicit feedback. The consultant will prepare boards or a slide presentation depending on the venue of the meeting.

Task 3 - Design Services

Subtask 3.1 Seawall Modification Design

Consultant will design modifications to the existing seawall where an outfall pipe will be replaced with a larger pipe. A structural engineer will determine the extent of the modifications based on measurements, as-built drawings (if available) and observations.

Subtask 3.2 Landscape and Irrigation Design

Consultant will produce drawings of landscaping and irrigation improvement based on approved concepts as presented in the Preliminary Engineering task. Trees, shrubs and other foliage will be identified with planting details and other specifications. Irrigation will be included with a connection to City water.

Subtask 3.3 Design Drawings

Contract drawings shall include: cover sheet, general notes, plan/profile drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for pipeline plan and 1-inch equals 2 feet for pipeline profile. Topographic survey data will be used as the base drawings for the infrastructure improvements. Consultant will prepare the engineering design plans in AutoCAD release 2020 format and the layering system for design elements shall be Consultant's standard. Drawings (electronic) shall be submitted for Town review at 75% and 100% stages. Consultant shall meet with the Town to discuss comments, and incorporate comments into final documents. Consultant shall furnish with the 100% design drawings, two (2) sets of 11"x17" plans and one (1) set of AutoCAD files in electronic format.

Subtask 3.4 Technical Specifications

Specifications shall be prepared by Consultant for the associated design improvements. Specifications shall be submitted for Town review at 75% and 100% stages. Consultant shall meet with the Town to discuss comments, and incorporate comments into final documents. Consultant shall utilize applicable standard technical specifications.

Subtask 3.5 Construction Cost Opinion

An opinion of probable construction cost will be prepared for the 75% and 100% drawings and specifications. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. The cost estimate format will be consistent with the bid proposal tabulation sheet for the project. The cost opinion will be provided to the Town during the 75% and 100% design reviews.

Subtask 3.6 Design Review Meetings

Consultant shall attend up to two (2) design review/status meetings with the Town at key milestones and provide a written summary of the issues discussed.

Subtask 3.7 Public Meetings

Consultant shall attend up to two (2) public meetings with residents or the Town Council to explain the project and answer questions regarding concerns that are raised. Consultant shall prepare presentation materials using PowerPoint. It is recommended that one meeting occur early in the design and the other meeting occur prior to construction.

Task 4 - Permitting

The Consultant will meet with Broward County Environmental Licensing & Building Permitting Division to discuss the permitting requirements. The County will also review the project on the behalf of the South Florida Water Management District (SFWMD) for an Environmental Resource Permit ERP. A dewatering permit will likely need to be obtained and reviewed by SFWMD concurrently with the other permit application reviews because of the vicinity to tidal waters and concerns regarding saltwater intrusion. Services do not include preparation and submittal of the NPDES Notice of Intent (NOI) and Notice of Termination (NOT) applications.

Consultant shall prepare and sign/seal permit applications for Broward County and SFWMD, submit the required documentation for the applications, and address agency comments (one RFI per application is anticipated). Associated permit application fees shall be determined by Consultant and paid by Town.

Anticipated permit applications include:

- Broward County Surface Water Management License Modification
- SFWMD ERP Modification
- SFWMD Dewatering Permit Application

Task 5 – Bidding Assistance

Subtask 5.1 Bid Documents

Consultant will prepare Contract Document packages (i.e. bid form, drawings and specification) for Town advertisement and bidding purposes. Drawings to be full size (22” x 34”) format. CONSULTANT shall also provide the TOWN with a copy of Contract Documents in pdf format. Town shall provide front-end documents that will be included.

Subtask 5.2 Pre-bid Conference

Consultant will prepare agenda and conduct pre-bid conference with interested contractors and Town staff. Consultant will prepare and distribute meeting minutes.

Subtask 5.3 Bid Clarifications and Addendum

Consultant will respond to questions from prospective bidders and suppliers. Consultant will prepare an addendum after the pre-bid meeting and the close of the question/answer period. Consultant will provide supplemental information or clarification as appropriate, to interpret, clarify, or expand the bidding documents to the Town for inclusion in the Addendum.

Subtask 5.4 Bid Evaluation

Consultant will review the bids for completeness and will contact references of the apparent low bidder. A bid evaluation letter will be prepared and sent to the Town indicating the lowest most responsive bidder.

Subtask 5.5 Conformed Contract Documents

Consultant will prepare conformed Contract Documents for use by the Contractor and Town during construction. These shall include any revisions made to the drawings and specifications as documented in the Addendum as well as a copy of the executed agreement between the Town and the Contractor.

C. Assumptions

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Work Authorization and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the Contract. Assumptions include:

1. Consultant assumes that all existing and proposed drainage pipeline alignments are within Town's right-of-way or easements.
2. It is understood that the Town has legal authority to perform required improvements to the outfall piping. The Town shall coordinate with individual property owners to provide access to the Design Team and Contractor as needed. It is the Town's responsibility to secure necessary surveying and legal professionals required to prepare documents for and to secure easements (temporary for construction and/or permanent) required for installation of the piping and improvements.
3. Town will provide Consultant available record drawings of existing facilities and proposed facilities within the project area. The information will be provided to Consultant within 5 calendar days of NTP.
4. Town will assist with the scheduling of meetings (as needed) with other utility owners.
5. Town personnel shall assist in the coordination with the City of Pompano Beach in field verification of affected existing City utilities. This includes painting the locations of sanitary sewers and laterals, force mains, and water mains in the field for the surveyor in a timely manner.
6. The Town is responsible for all permitting fees, including costs of public notification in local newspapers.
7. It is assumed that the outfall pipe replacement will not require a permit from the Army Corps of Engineers.
8. The design is to be based on federal, state, and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Services.
9. Consultant assumes that there are no contaminated soils or groundwater in the project area.
10. Scope does not include construction phase services which will require a separate authorization.

11. Assisting the Town in the settlement of construction contract claims is an Additional Services and is not included in this Scope of Services.
12. Services do not include preparation and submittal of the NPDES Notice of Intent (NOI) and Notice of Termination (NOT) applications.
13. Front-end documents will be provided by the Town.

Exhibit B
Town of Lauderdale by the Sea
Work Authorization #16
Engineering Design & Permitting Services for Codrington Roadway and Drainage Improvements
Fee Estimate

Task	Description	Principal Engineer $177.89	Project Manager $167.43	Engineer I/II $141.27	Engineering Tech (Inspector) $104.64	Construction Manager $130.80	CADD/GIS Designer $120.34	Office Support $73.25	Total Labor	Sub-Consultant Services
1	**Data Collection**									
1.1	Topographical Survey	1	2	2			12		$2,239	$14,250
1.2	Geotechnical		2	2					$617	$9,000
1.3	Field Verification - Soft Digs		1	3			5		$1,193	$5,000
	Subtotal	**1**	**5**	**7**			**17**		**$4,050**	**$28,250**
2	**Design Services**									
2.1	Conceptual Layout	2	8	14			8		$4,636	
2.2	Hydrologic & Hydraulic Modeling	2	8	16					$3,956	
2.3	Conceptual Landscape Design	1	2	2			4		$1,277	$4,000
2.4	Design Review and Public Outreach Meetings	2	6	8					$2,491	
	Subtotal	**7**	**24**	**40**			**12**		**$12,358**	**$4,000**
3	**Design Services**									
3.1	Seawall Modification Design	1	2	14			10		$3,694	
3.2	Landscape and Irrigation Design	1	2	4					$1,078	$6,000
3.3	Design Drawings (75% and 100%)									
3.3a	75% Design Drawings	2	18	30			40		$12,421	
3.3b	100% Design Drawings	1	8	16			22		$6,425	
3.4	Technical Specifications (75% and 100%)	2	5	10				5	$2,972	
3.5	Construction Cost Opinion (75% and 100%)		5	10					$2,250	
3.6	Design Review/Status Meetings (2 total)		4	6					$1,517	
3.7	Public Meetings including prep (2 total)		6	14					$2,982	
	Subtotal	**7**	**50**	**104**			**72**	**5**	**$33,340**	**$6,000**
4	**Permitting**									
4.1	Broward County SW License	1	6	12				3	$3,097	
4.2	SFWMD/Broward ERP	1	6	12				3	$3,097	
4.3	SFWMD Dewatering	1	6	12				3	$3,097	
	Subtotal	**3**	**18**	**36**				**9**	**$9,292**	
5	**Bidding Assistance**									
5.1	Prepare Bid Documents		2	4					$900	
5.2	Pre-bid Conference			4					$565	
5.3	Bid Clarifications and Addendums		2	4					$900	
5.4	Bid Evaluation		2	5					$1,041	
5.5	Conformed Contract Documents		1	3					$591	
	Subtotal		**7**	**20**					**$3,997**	
	Labor Subtotal Hours	18	104	207			101	14		
	Labor Subtotal Costs	$3,202	$17,413	$29,243			$12,154	$1,026	$63,037	$38,250
	Labor Total Costs	$63,037								
	Subconsultant Costs Total	$38,250								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	$42,075								
	Reimbursable Expenses	$750								
	Total Project	**$105,862**								

Exhibit C
Work Authorization Schedule

SCHEDULE

The schedule for the completion of the Work Authorization is as follows:*

Task	Task Duration	Completion Date**
1	Data Collection	12 weeks
2	Preliminary Design	20 weeks
3	Design	30 weeks
4	Permitting	36 weeks
5	Bidding Assistance	2 weeks

Refer to the attached Project Schedule

*Time is of the essence for all timeframes provided herein. The Consultant's failure to comply with the foregoing schedule is a default by Consultant, unless the delay is due to circumstances beyond Consultant's control. Town owns all documents and other evidence of design effort created as a result of this Work Authorization. All documents and other evidence of design effort created by Consultant pursuant to this Work Authorization must be promptly provided to the Town in Auto Cad format as a precondition to payment at any time the Consultant is in default with the terms hereof.

**The Completion date for Tasks and the Project as a whole should be expressed in weeks or months as measured from date of the notice to proceed.

Town Commission Agenda Item Report

Meeting Date: April 27, 2021
Submitted By: Ken Rubach
Submitting Department: Public Works
Item Type: Discussion Item
Agenda Section: OLD BUSINESS

Subject Title:
Codrington Drive Complete Streets Design (Ken Rubach, Public Works Director)

Explanation: The Town completed a Stormwater Master Plan to determine areas in the Town that would benefit from drainage improvements. Staff also completed the Pedestrian Study that highlighted areas that would benefit from pedestrian improvements. Codrington Drive was identified in both studies. It has long been the Town's policy to combine projects to save on costs and disruptions to our residents. Therefore, we are proposing an engineering design be completed for Codrington Drive, which will include the following items: drainage, landscaping, and traffic calming. The project will include significant public participation to determine the extent of the traffic calming and landscaping aspects of the project.

Aerial of Project Location

The Town and Baxter & Woodman, Inc. ("Baxter") entered into a Continuing Contract on March 5, 2017, pursuant to RFQ 16-09-01 (the "Continuing Contract"). Baxter was requested to submit a Proposal to perform this Design. The scope of services includes the following tasks (collectively, the "Services"):

- **Data Collection-** Consultant shall furnish the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. As required by Broward County, the design survey shall utilize the 1988 NAVD datum.

All existing facilities and utilities within these limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project.

- **Preliminary Design Services-** The Consultant shall prepare a conceptual layout of the proposed facilities based on the locations of existing utilities to minimize conflicts. Roadway layout will be conceptualized and included to illustrate, travel lanes, curbing, striping, speed humps, and landscaping. The layout will also include recommendations regarding backyard flooding that occurs at some locations in the neighborhood. Recommendations may include filling and sodding the low areas or adding small diameter pipes and yard drains extending to the backyards where complaints of flooding have occurred. Based on a review of the topography, it appears that there may be two or three locations where yard drains may be needed. These recommendations will assist the Town in its decision regarding this issue. It should be noted that the assessment of backyard flooding does not suggest in any way that the Town is legally responsible for or capable of mitigating the problem, which appears to have been caused by development south of the properties and outside of the Town limits.

- **Design Services-** The work will include preparation of Drawings and Specifications to be used for soliciting proposals via advertised RFQ.

- **Permitting-** The Consultant will meet with Broward County Environmental Licensing & Building Permitting Division to discuss the permitting requirements. The County will also review the project on behalf of the South Florida Water Management District for an Environmental Resource Permit ERP. A dewatering permit will likely need to be obtained and reviewed by SFWMD concurrently with the other permit application reviews because of the vicinity to tidal waters and concerns regarding saltwater intrusion.

- **Bidding Assistance-** Consultant will prepare Contract Document packages (i.e., bid form, drawings and specifications) for Town advertisement and bidding purposes.

The cost for the Services is $105,862; $120,000 was budgeted for this design in the FY21 Revised CIP. If approved, staff will schedule meetings with Codrington residents to seek their input on the overall design. Anticipated construction for this project would begin in FY 22 pending budget approval.

The Town desires to issue a work authorization to Baxter for the Services, subject to the terms and conditions of the Continuing Contract (the “Work Authorization”).

Recommendation:

Approve the Work Authorization and authorize the Interim Town Manager to execute the Work Authorization with Baxter & Woodman for the Codrington Drive Complete Streets Design.

Attachments:

Ex.1 – Baxter & Woodman Proposal

Reviewed by Town Attorney:

☒	**Yes**	☐	**No**

Agenda Item No: 13.a

Town Commission Agenda Item Report

Meeting Date: June 8, 2021
Submitted By: Linda Connors, Interim Town Manager
Submitting Department: Administration
Item Type: New Business
Agenda Section: New Business

Subject Title: Five-Year Renewal of Broward County Sheriff Office Contract with the Town

Explanation: Attached for the Commission's consideration is a proposed Agreement **(Exhibit 1)** with the Broward County Sherrif (BSO) to take advantage of the five-year renewal option.

Both parties have reviewed the existing contract and have proposed minor amendments to add clarity and reflect current practice. One material change was to the staffing structure where a sergeant was added and one of the administrative positions was eliminated. The Commission approved this change in staffing at their May 25th meeting when the BSO budget was approved. The cost of this contract is $5,378,907.

Recommendation: Staff recommend the Commission approve Resolution 2021-34 regarding attached Police Services Agreement and authorize the appropriate Town Officials to execute the agreement.

Attachments:
Ex. 1 – Resolution 2021-34
Ex. 2 – BSO Agreement

Reviewed by Town Attorney:

☒	**Yes**	☐	**No**

RESOLUTION NO. 2021-34

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE POLICE SERVICES AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the "Town") has maintained a high level of professional police protection for the benefit of the citizenry thereof previously by contracting with the Broward County Sheriff's Office (the "BSO") to provide police services; and

WHEREAS, the Town desires to continue to maintain this high level of competent professional police service in conjunction with its fiscal policies of sound, economical management; and

WHEREAS, the Town desires to maintain its police powers, while providing for daily police services through contractual agreement; and

WHEREAS, BSO has agreed to render to the Town a high level of professional police service to meet the Town's needs; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Police Services Agreement with BSO (the "Agreement").

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. **Agreement Approved**. The Agreement with BSO, consisting of the Agreement for Police Services, Special Terms and Conditions, and Police Services General Conditions, attached hereto as Exhibit "A," is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town Commission authorizes the Town Manager or his designee to execute the Agreement with BSO, in substantially the same form as attached Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED on this 8th day of June, 2021.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the [___] day of _____, 2021, is made by and between the Town of Lauderdale By The Sea, (hereinafter referred to as the "TOWN"), and the Broward Sheriff's Office (hereinafter referred to as "BSO or "SHERIFF")

W I T N E S S E T H:

WHEREAS, the TOWN has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the TOWN is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, BSO has agreed to render to the TOWN a high level of professional police service, and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.

3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall be controlling.

IN WITNESS WHEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, SHERIFF

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
TERRENCE O. LYNCH, GENERAL COUNSEL

AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF LAUDERDALE BY THE SEA AND THE BROWARD SHERIFF'S OFFICE

TOWN:

TOWN OF LAUDERDALE BY THE SEA

ATTEST:

By: _____
CHRIS VINCENT
MAYOR

_____
TEDRA ALLEN
TOWN CLERK

Dated: _____

(SEAL)

By: _____
LINDA CONNORS
INTERIM TOWN MANAGER

Dated: _____

APPROVED AS TO FORM:

By:_____
LUCILA LANG
FINANCE DIRECTOR

_____
SUSAN L. TREVARTHEN
TOWN ATTORNEY

Dated: _____

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the TOWN and BSO:

TOWN:	Town of Lauderdale By The Sea
EFFECTIVE DATE:	October 1, 2021
FIRST YEAR:	October 1, 2021 – September 30, 2022
TERM:	October 1, 2021 – September 30, 2026
RENEWAL OPTION:	Renewable for one (1) five (5) year term upon the Town and BSO agreeing to such renewal and the terms and conditions thereto.
TOWN BOUNDARIES	Per Section 2.2 of the Town of Lauderdale By The Sea Charter
STAFFING STRUCTURE:	1 District Police Chief/Captain 1 Executive Officer / Lieutenant 4 Deputy Sheriff Sergeants 19 Deputy Sheriffs (including one Traffic Deputy) 1 Community Service Aide 1 Receptionists (part-time) 1 Administrative Specialist ___ 28 TOTAL PERSONNEL 27 Full Time 1 Part Time
MINIMUM STAFFING:	Utilizing the staffing structure as set forth above, the District Chief shall provide the Town with a minimum of three (3) sworn personnel, consisting of two (2) uniformed deputies and one (1) supervisor, on duty at all times.

	BSO will assign a minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the District Chief shall have the right to temporarily re-deploy such Deputies as needed to meet the law enforcement needs of the District during any shift.
SHIFT SCHEDULE	District patrol deputies are currently are assigned a modified twelve hour shift. Some deputies with specialized assignments are assigned ten hour shifts. The length of shifts may be altered upon mutual agreement of the Sheriff and Town Manager.
CONSIDERATION: FY 2021/2022 Consideration	FY 2021/2022 Total ($ 5,378,907)
POLICE SERVICES CENTER ADDRESS:	4513 Ocean Drive Lauderdale By The Sea, FL 33308
SPECIAL DETAILS – TOWN SPONSORED EVENTS	Special Details for the Town sponsored July 4th Parade and the Christmas By The Sea event will be provided at no additional cost to TOWN. Special Details for the 4th of July Fireworks Show will be provided pursuant to the terms and conditions in Section 32.3 of Exhibit B to this Agreement.
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	Town Manager 4501 Ocean Drive Lauderdale By The Sea, FL 33308
SPECIFIC TERMS:	The TOWN will receive full service criminal and crime scene investigations. Additionally, the TOWN will receive the benefit of the following initiatives: Citizens Observer Patrol; Citizens Academy; Senior Citizen's Academy; Night Eyes Cards / Watch Cards for residences, businesses and vehicles. It is recognized by both parties that the TOWN, because of its coastal location, is subject to flooding and adverse conditions. BSO agrees to provide adequate vehicles in times of emergency to adequately address the law

	enforcement needs of the TOWN. BSO will ensure that the patrol force cooperates fully with the TOWN's Code Enforcement Department and parking Enforcement personnel, working mutually to address the TOWN's Ordinances. The District Chief and, at the request of the Town Manager, one (1) uniformed Deputy Sheriff shall be available to attend each regular and special Town Commission meeting at no additional cost to the TOWN. This uniformed Deputy Sheriff shall come from the staffing structure provided above. BSO will provide patrol and law enforcement services upon the public beach as necessary, utilizing the appropriate land, sea, or air vehicles as needed. BSO, as part of this Agreement, will provide law enforcement patrol of the waterways, including the ocean areas, within the TOWN, and enforce applicable laws and ordinances, as well as promote boater safety, on such waterways.

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. **DEFINITIONS**

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

a. "Agreement" shall mean this Agreement for Police Services between the TOWN and BSO, including all exhibits.

b. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.

c. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.

d. "TOWN" shall mean the municipal entity that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions (Exhibit "A").

e. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as identified in the Special Terms and Conditions of this Agreement (Exhibit "A").

f. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.

g. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.

h. "District" shall mean (a) the TOWN Boundaries, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.

i. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the TOWN. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

j. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.

k. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").

l. "Facilities" shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the TOWN and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement (Exhibit "A").

m. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

n. "Patrol Zone" shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.

o. "Police Services Center" shall mean the premises owned by the TOWN in which the BSO command staff assigned to the TOWN maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").

p. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.

q. "Renewal Option" shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").

r. "Term" shall mean the length of this Agreement and any extensions thereto.

s. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

a. **Structure**. The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement (Exhibit "A") and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the TOWN and BSO with the same formalities as set forth herein.

BSO and the TOWN shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the TOWN.

b. **Deletions and Additions.** The TOWN shall have the right to unilaterally delete services upon no less than sixty (60) calendar days' prior written notice, and such deletions shall be

memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff and Town Manager agree upon the modification.

d. **Deployment**. BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager. During such meetings, the Town Manager and District Chief shall discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the TOWN shall only be utilized for appropriate police services within the TOWN, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

e. **Minimum Staffing**. BSO shall provide to the TOWN a minimum number of deputy sheriffs to patrol the TOWN per day/shift. The minimum number of deputies shall be set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").

f. **Employment Standards**. BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the TOWN with highly skilled law enforcement personnel to provide police services to the TOWN.

g. **Employment Responsibilities**. All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers' compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The TOWN and BSO understand and acknowledge

that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications**. As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the Town Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the Town Manager, the District Chief and Town Manager shall meet and discuss the need for such adjustment. If the Town Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to the Sheriff and Town Commission for approval and signature.

In the event the TOWN and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the TOWN or BSO may exercise its rights as set forth herein or by law.

i. **Transfers – BSO's Rights**. BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

j. **Transfers – TOWN Right**. Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the TOWN Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.

k. **Transfers – Layoffs**. Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office.

l. **Replacements**. Any Personnel transferred or reassigned out of the TOWN shall be replaced within thirty (30) days of the transfer.

m. **Staffing Continuity**. The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

n. **Education**. The parties acknowledge the importance of the District Employees' knowledge of the general make-up of the TOWN and its geographic areas, its industrial, business, and residential composition, its Town Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District's general make-up, geographic areas, industrial, business, Town's Code of Ordinances and residential composition and its crime trends. Upon enactment, the TOWN shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. ASSIGNMENT OF POLICE POWERS

The TOWN does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the TOWN which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the TOWN while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. QUARTERLY GOALS AND OBJECTIVES

On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the Town Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN occurring during the previous three (3) month period. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

a. Calls for service by time of day, geographic location, date and type of call;
b. Reported incidents, criminal and non-criminal;
c. Number and types of arrests;

d. Traffic crashes;
e. Traffic citations;
f. Staffing and Transfers;
g. Vacancy Credits;
h. Grant Review;
i. Community Policing Initiatives;
j. Code Compliance Initiatives;
k. Response time reports, citizen complaints and their status/disposition;
l. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The Town Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
m. Any additional information requested by the Town Manager.

Based upon the information presented by the District Chief to the Town Manager, the District Chief, in concert with BSO command, and the Town Manager shall review the law enforcement goals and objectives of the TOWN, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO shall develop and implement operational initiatives to further such goals and objectives.

5. **REPORTS**

BSO shall provide monthly reports to the Town Manager that include the following information:

- Monthly Crime Report (FDLE/NIBRS/FIBRS categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and
- Monthly crime prevention activities (past month and planned current month).

At any time during the term of this Agreement, the Town Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide to TOWN in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the TOWN by the District Chief shall be mutually agreed upon by BSO and the Town Manager.

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the District Chief.

6. **CONSIDERATION**

a. For the period from the Effective Date through the end of the September 30, 2017, the annualized consideration amount and the monthly payment amount for police services shall

be as set forth in the Special Terms and Conditions (Exhibit "A"), payable on the 1st of each month.

b. The consideration payable by the TOWN for subsequent fiscal years shall be determined by adding the following:

    1. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums and pension contributions, not to exceed an annual increase of 5% over the budgeted costs in the preceding year, except that any increase in the cost of the portable radios and auxiliary equipment provided to the TOWN under the Regional Interlocal Agreement with Broward County, dated on or about September 25, 2013, shall not be subject to the annual cap.

    2. BSO's budgeted costs for workers compensation premiums, Other Post-Employment Benefits and pension contributions attributable to District Employees, which shall be based upon projected costs. The projected cost of these items shall be supported with third party documentation.

    3. BSO's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual increase of more than 9% over the budgeted costs in the preceding year. The projected costs of these items shall be supported with third party documentation. Changes in pension plan such as from single to family coverage are not included in the cap.

c. BSO shall submit a proposed budget to the TOWN on or before the preceding May 15th. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the Town Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, etc.).

d. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District when the snapshot is taken in the payroll period in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on or before May 1st as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the Employee positions within the same job classification for the payroll period in February.

e. The TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before August 15.

f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.

g. The TOWN and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the TOWN and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.

h. BSO shall provide the TOWN with full staffing. The TOWN shall be entitled to a credit for any vacancies that occur during the fiscal year. The TOWN's entitlement to the vacancy credit shall be calculated on a quarterly basis during the fiscal year. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to the BSO. The TOWN's credit shall be calculated using the average budgeted cost of BSO Employees within the same job classification for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the Town Manager by the twentieth day of the month immediately following the month in which the vacancy occurred.

   The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the TOWN's November payment.

i. BSO shall have the right to temporarily fill any vacancy within the TOWN, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the TOWN and its geographic areas, its industrial, business and residential composition and its crime trends. The TOWN shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing and if BSO receives a salary savings.

j. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.

k. In the event BSO subsequently enters into an agreement, amends an agreement or renews an agreement with a municipality or Broward County for police services (an "Eligible Agreement"), BSO shall post the Eligible Agreement on BSO's website within 10 business days of execution thereof If the TOWN reasonably determines that the Eligible Agreement overall includes material consideration terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the TOWN shall be entitled to the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the TOWN

and all other municipalities, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that the SHERIFF may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, the name of the TOWN in three (3) to six (6) inch lettering in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

The TOWN shall provide BSO with a Police Services Center.

The Police Services Center and any other facilities owned by the TOWN and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Police Services within the District, at no additional cost to BSO.

The TOWN shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the facility and property). BSO shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, it employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the TOWN's Facilities, BSO shall be responsible for repairing or replacing such property.

Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the TOWN. TOWN agrees to keep the Facilities in good structural repair. TOWN shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. TOWN further agrees to maintain in good repair the parking area and all common areas. TOWN shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. TOWN shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

TOWN shall pay for all utility costs including, but not limited to, voice and data hardware, software, and connectivity, electric, sewer and water for the Police Services Center, however, BSO shall take reasonable measures to limit such costs.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles in designated parking areas. The Facilities shall only be utilized for appropriate police services within the Town, unless otherwise mutually agreed upon by BSO and the Town Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The TOWN and BSO shall not permit the Facilities or any vehicles provided by the TOWN to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

TOWN shall provide BSO with adequate parking spaces within reasonable proximity to the Police Services Center so as not to hinder BSO's ability to perform its obligations set forth herein.

9. DISTRICT CHIEF

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the TOWN, maintain at least the rank of Captain, and shall provide direct supervision of activities at the TOWN's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to law enforcement issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the TOWN, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the TOWN, as described herein. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the TOWN's District Chief.

The TOWN currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the absolute discretion of the Town Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the TOWN. BSO shall provide the TOWN with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the TOWN's receipt of such notice, representatives from both BSO and the TOWN shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the Town Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the TOWN Manager has selected an individual to serve as the District Chief. The TOWN shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager may remove the District Chief at any time, without cause. If the Town Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the District Chief from the TOWN at any time for any of the following reasons:

a. The District Chief is being promoted in rank;
b. The District Chief is being demoted;
c. The District Chief is being disciplined;
d. The District Chief is retiring;
e. The District Chief submits a request to transfer out of the TOWN;
f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency; or
g. The District Chief's failure to meet documented BSO performance standards and requirements.

Additionally, BSO may remove the District Chief if, prior to the removal of the District Chief, the Sheriff meets with the Town Manager and notifies the TOWN Manager that the SHERIFF has lost confidence in the District Chief.

The removal of the District Chief from the TOWN for any reason not specified above shall require the prior approval of the Town Manager.

10. **FINES, FORFEITURES, REVENUES: PAYMENT**

a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.

c. The TOWN and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the TOWN through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the TOWN through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the TOWN and BSO.

d. Asset forfeitures seized utilizing Federal law will be managed pursuant to Federal Regulations. Awarded Federal forfeiture funds shall be equitably distributed by the applicable Task Force Memorandum of Understanding, less any costs as described herein, and any funds allocated for the TOWN's share shall be deposited into the BSO's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Funds"). Such Federal Funds will be earmarked for BSO's use within the TOWN as provided under federal law.

e. BSO agrees that any currency seized within the TOWN, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the TOWN's Law Enforcement Trust Fund established by the TOWN, less any costs as described in paragraph 10(h) herein (hereinafter referred to as the "State Funds"). The State Funds shall be and shall always remain in the ownership of the TOWN and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the TOWN, upon approval of the TOWN as follows:

1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the Town Manager, BSO may apply to the TOWN for the use of the State Funds, within the boundaries of the TOWN, if such application is in compliance with Florida Statutes.

2. The District Chief shall first submit the request to the BSO's legal counsel for a determination as to whether the request complies with applicable law. If the BSO's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, to the Town Manager.

3. If the request and accompanied written certification are acceptable to the Town Manager, the Town Manager may place the request and written certification on the agenda for the Town Commission's consideration.

4. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the TOWN. The TOWN shall transfer ownership of any personal property purchased with the State Funds to BSO for exclusive use within the District.

f. The parties agree that the decision to dispose of or use personal property, other than currency, seized within the TOWN through active participation of the District personnel and

subsequently forfeited solely to the TOWN under Chapter 932, Florida Statutes, shall be in the sole discretion of the TOWN.

1. If the TOWN decides to use personal property, other than currency, forfeited to the TOWN under Chapter 932, Florida Statutes, the TOWN shall reimburse BSO for any costs, as described in paragraph 10(i), below, incurred in the seizure and forfeiture of such property.

2. BSO shall annually invoice the TOWN for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the TOWN shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the TOWN on or before September 30th of each fiscal year.

3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the Town Manager, BSO may apply to the TOWN to use such personal property either within or outside the TOWN, and if approved by the TOWN, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.

4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the TOWN's Law Enforcement Trust Fund.

5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the TOWN, such property shall be turned over to the TOWN.

6. If the TOWN decides to dispose of personal property, other than currency, forfeited to the TOWN under Chapter 932, Florida Statutes, or Federal law, proceeds of the sale of such property, less costs as described herein, shall be deposited in the TOWN's Law Enforcement Trust Fund, or held by BSO for TOWN's use as required by Federal law. Proceeds from the sale of property deposited in the TOWN's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the TOWN, in the same manner as provided in subsection 10(e) above.

7. If the personal property is approved by the TOWN for use by BSO outside of the Town boundaries, BSO will promptly notify the Town Manager of such use.

g. BSO agrees to notify the TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The TOWN shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the TOWN. The parties agree that the decision to use or dispose of real property seized within the TOWN, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the TOWN.

1. If the TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the TOWN's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(i) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the TOWN's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the TOWN, in the same manner as provided in subsection 10(d), above.

2. If the TOWN decides to use such real property, the TOWN shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(i), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the TOWN, BSO's legal staff shall first consult with TOWN's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the TOWN from mortgages, liens or other encumbrances on the real property. TOWN shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.

    i. BSO shall invoice the TOWN for all actual costs incurred by BSO in the forfeiture action, and the TOWN shall have thirty (30) days to pay such invoice;
    ii. BSO may apply to the TOWN to use such real property, and if approved, BSO may use such real property in accordance with such approval.
    iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the TOWN.

h. In the event that real or personal property is seized within the TOWN through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, or Federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the TOWN's share of the proceeds of such sale, less costs (defined in Section 10(i)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the property. The TOWN's share of proceeds from the sale of such property shall be deposited into the TOWN's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(f), above.

i. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the TOWN, through active participation of the District personnel and subsequently forfeited shall be paid by the TOWN or reimbursed to BSO, in the following priority:

1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.

2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.

j. BSO shall, on a quarterly basis, supply the TOWN with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the TOWN within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.

k. TOWN shall be responsible to meet all reporting requirements for all forfeiture proceeds under state law, and BSO shall provide all necessary information pertaining to same to TOWN in a timely manner for such purpose. BSO shall also provide technical assistance to TOWN staff if requested with regard to the reporting procedure. BSO shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal law, and TOWN shall provide all necessary information pertaining to same to BSO in a timely manner for such purpose.

l. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **TOWING**

It is recognized that the TOWN may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the TOWN enters into a towing agreement with a local vendor, BSO shall honor the TOWN's agreement for tows occurring within the municipal boundaries of the TOWN; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the TOWN or in need of towing within the TOWN are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the TOWN's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at

no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the TOWN's vendor with regards to all confiscations/forfeiture cases occurring within the TOWN. On an annual basis, BSO shall provide the TOWN with a credit equal to the amount of total revenues received by BSO from towing services provided within the TOWN.

12. **INSURANCE**

BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

General Liability	$1,000,000/$2,000,000
Automobile Liability	$1,000,000/$2,000,000

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement (Exhibit "A"). BSO may provide the insurance required in this Section through a self insurance program.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities.

13. **DEFAULT**

a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;

2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;

4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or

5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

1. Terminate this Agreement pursuant to Section 14 herein;

2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;

3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party;

4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;

5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or

6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

14. TERMINATION

a. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 14 shall commence.

b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection (c) of this Section 14. Material breaches shall include but are not limited to, failure by the TOWN to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement (Exhibit "A"), violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

c. In the event of termination or expiration of this Agreement, BSO and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a TOWN police department or other provider of police services and to maintain during such period of transition the same high quality of police service as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the TOWN is unable to provide for the same level of police protection at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until TOWN is capable of rendering such police service, whichever occurs sooner. The consideration to be paid to BSO during the transition period shall be based upon the projected cost of providing such services according to the rates defined under the present operative agreement during the transition period at the level of staffing determined reasonably necessary by BSO.

d. Equipment and Vehicles. Upon the expiration or termination of this Agreement, BSO shall return to the TOWN, without cost or charge to the TOWN all of the items of personal property listed on the attached Exhibit C or a like kind replacement, which must be of a similar quality and design as the property listed on Exhibit C, except for any personal property listed that is obsolete or no longer serves a useful purpose in providing law enforcement services to the TOWN. Any disagreement between the TOWN and BSO as to the value or condition of the property to be returned shall be settled by an outside appraisal company agreeable to both parties.

In addition to the personal property listed on Exhibit C, upon termination or expiration of this Agreement, BSO shall transfer ownership to the TOWN of ten (10) patrol vehicles, one of which will be a Sports Utility Vehicle, with each vehicle equipped with all equipment necessary to render the vehicle suitable for service as patrol vehicle under BSO's policies (sirens, etc) and each vehicle shall be of average age and mileage as compared to BSO's active fleet of patrol vehicles at the time of termination or expiration of this Agreement. The TOWN shall have the right to inspect and approve the vehicles to be transferred to the TOWN and such approval shall not be unreasonably withheld.

15. **INDEMNIFICATION**

15.1 The TOWN and the SHERIFF shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

15.2 To the extent permitted by law, the TOWN shall indemnify, defend, and hold the SHERIFF, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of the TOWN, its employees, agents, or servants and the TOWN shall indemnify the SHERIFF, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the TOWN, its employees, agents, or servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the TOWN. The TOWN shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

15.3 To the extent permitted by law, the SHERIFF shall indemnify, defend, and hold the TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the SHERIFF, its employees, agents, servants and to that extent the SHERIFF shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the SHERIFF, its employees, agents, or servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the TOWN. The SHERIFF shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16. CONTRACTOR RELATIONSHIP

TOWN hereby retains BSO as an independent contractor to provide Police Services for the TOWN, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the TOWN, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the TOWN pursuant to Section 3 hereof.

17 NO PARTNERSHIP

The relationship between the TOWN and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on

behalf of the other, except as specifically set forth herein. Neither the TOWN nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

18. **REPRESENTATIONS AND WARRANTIES OF TOWN**

The TOWN represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.

b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

19. **REPRESENTATIONS AND WARRANTIES OF BSO**

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.

e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b) or Section 6(k). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

20. **INTERPRETATION**

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes

that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

21. **ACCOUNTING TERMS**

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

22 **CROSS REFERENCES**

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

23. **DRAFTING**

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

24. **NOTICE**

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN:

See Special Terms and Conditions (Exhibit "A")

BSO:

Sheriff Gregory Tony
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

25. **NON-ASSIGNABILITY**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

26. **TIME OF THE ESSENCE**

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

27. **ENTIRE AGREEMENT**

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

28. **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

29. **WAIVER OF RIGHTS**

TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

30. **SEPARABILITY**

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

31. **WAIVER**

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

32. **DESCRIPTION OF SERVICES**

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the TOWN which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or TOWN Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the TOWN and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the TOWN in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

a. Direct Services – are those services that are provided by the District Employees.

b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).

c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.

d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

32.1. DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

a. *Uniformed law enforcement patrol*
BSO shall provide uniformed law enforcement patrol services for the TOWN twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the Town Manager. In order to address the ever-changing law enforcement needs of the TOWN, the District Chief or the Chief's designee shall have the discretion to modify the deployment of BSO staff within those patrol zones.

Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols.

b. Other Law Enforcement Services

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the TOWN:

1. BSO shall provide public education programs;

2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;

3. The District Chief or designee shall attend and participate at Town staff meetings, TOWN Commission meetings as requested by the Town Manager or designee;

4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;

5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement;

6. Traffic enforcement, local narcotics and property crimes investigations to the extent permissible with the existing staffing structure, as determined in the sole discretion of the District Chief.

7. Present documentation, evidence and testimony at legal proceedings regarding code violations in which BSO employees were witnesses or the citing officer, nuisance abatement cases, and local ordinance violations where BSO employees were witnesses or the citing officer.

32.2 INDIRECT SERVICES:

The TOWN indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

a) Administration;
b) Budget;
c) Central Supply;
d) Citizen Observer Patrol;
e) Compensation and Assessment;
f) Employee Assistance Program;
g) Employee Benefits;
h) Information Technology Division;
i) Equal Employment Opportunity Division;
j) Evidence;
k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
l) Finance;
m) Fleet Control;
n) Grants Management;
o) Human Resources;
p) Institute for Criminal Justice Studies;
q) Office of the General Counsel;
r) Labor Relations;
s) Purchasing;
t) Records;
u) Recruitment;
v) Selection and Assessment;
w) Victim Services; and
x) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the TOWN.

The costs of indirect services are allocated to this Agreement.

32.3 SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO

shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. Special details for TOWN-sponsored events shall be provided based upon the terms set forth in Exhibit A, Special Terms and Conditions.

2. BSO will provide special detail services for TOWN sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and the TOWN will be charged at BSO's special detail rates at the time of the event.

Any and all special details requested by the TOWN shall be paid based upon the terms and conditions of the TOWN's permit filed with BSO's Special Details Unit.

District Employees shall be offered first choice to work the special details requested by the TOWN for a TOWN-sponsored event, unless interested personnel from the District cannot be identified, in which case other BSO personnel may be assigned.

32.4 COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the TOWN by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the TOWN has a contract with BSO for such services:

a) Regional narcotics investigations;
b) Career criminal investigation;
c) Multi-agency gang task force operations;
d) Case filing;
e) Marine/dive team;
f) Canine deployment;
g) SWAT team response;
h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
i) Drug enforcement and money laundering;
j) Strategic intelligence functions;
k) Law enforcement technical support services;
l) Street crimes enforcement;

m) Full-service crime lab;
n) Helicopter patrol and air rescue services;
o) Prisoner and jail services for municipal ordinance violators;
p) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
q) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The TOWN recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the TOWN accordingly in writing. In such an event, the countywide service shall be discontinued, unless the TOWN and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

If Broward County does not fully fund the E-911 services and equipment used for dispatch, confirmations, teletype, locates and other queries conducted by BSO for TOWN, then TOWN shall timely pay BSO all costs associated with the personnel and equipment for such E-911 services rendered by BSO to TOWN, to the extent not funded by Broward County, in addition to the other fees and costs mentioned in this Agreement.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the TOWN, in whole or in part, BSO's obligation to provide such services to the TOWN shall cease accordingly, unless the TOWN agrees to fund the TOWN'S proportion of the shortfall in BSO funding.

BSO shall provide notice to the TOWN of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

32.5 ADDITIONAL SERVICES:

Upon the request of the Town Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

Town Commission Agenda Item Report

Meeting Date: June 8, 2021
Submitted By: Lucila Lang
Submitting Department: Administration
Item Type: Discussion Item
Agenda Section: NEW BUSINESS

Subject Title: FY22 Non-Profit Funding Request

Explanation: Each year, the Town Commission approves donations to non-profit associations as part of the annual budget. To determine the donation amounts, at the beginning of the budget process, the Account Specialist sent out notices (via email) to the previous year's funded non-profit agencies providing a deadline for the agencies to submit a formal donation request for the upcoming fiscal year. A reminder e-mail was sent to those that did not respond. If the Town received a funding request from a new organization, it has been included in the request. Additionally, any funding request for a non-profit from the Commission has also been included in the funding table below.

For FY22, Goodman Jewish Family Services of Broward County has been the only new requestor requesting a donation in the amount of $15,000. In addition, a Commission request for participation in the Lionfish Derby as a sponsorship from the Town has been included for FY22.

The amounts contributed by the Town in the current fiscal year and the FY22 requested amounts are summarized below:

	FY21 Town Contribution	FY22 Request	Difference
Area Agency on Aging of Broward County	$ 8,759	$ 8,759	$ -
Broward 2-1-1	$ 5,000	$ 5,000	$ -
Broward's Children's Center	$ 10,000	$ 10,000	$ -
Broward College	$ 2,000	$ 2,000	$ -
Camp Victory Resorts for the Homeless	$ 8,000	$ 8,000	$ -
Center for Hearing and Communication	$ 2,000	$ 2,000	$ -
Early Learning Coalition of Broward County, Inc.	$ 2,000	$ 2,000	$ -
Goodman Jewish Family Services of Broward County	$ -	$ 15,000	$ 15,000
Hillsboro Lighthouse Preservation Society, Inc.	$ 2,500	$ 2,500	$ -
House of Hope	$ 5,000	$ 5,000	$ -
Lionfish Derby	$ -	$ 5,000	$ 5,000
South Florida Wildlife Center	$ 5,000	$ 5,000	$ -
Women in Distress	$ 3,000	$ 3,000	$ -
	$ 53,259	$ 73,259	$ 20,000
		% Change:	*37.55%*

If all requested amounts are approved, this will be an increase of 37.55% from FY21.

The agencies have been notified that their requests will be considered at this meeting, and they were all encouraged to send a representative to discuss their request, how their agency impacts the Town and answer any questions that the Commission may have.

Recommendation: Commission to direct staff regarding the agencies and amounts to be included in the Recommended FY22 budget.

Attachments:

1. Area Agency on Aging of Broward County
2. Broward 2-1-1
3. Broward's Children Center
4. Broward College
5. Camp Victory Resorts for the Homeless
6. Center for Hearing and Communication
7. Early Learning Coalition of Broward County, Inc.
8. Goodman Jewish Family Services of Broward County
9. Hillsboro Lighthouse Preservation Society, Inc.
10. House of Hope
11. Lionfish Derby
12. South Florida Wildlife Center
13. Women in Distress

Area Agency on Aging of Broward County

Charlotte Mather-Taylor, Executive Director

AREAWIDE COUNCIL ON AGING BOARD OF DIRECTORS

Pauline Grant
President

John G. Primeau
1st Vice President

Naushira Pandya, M.D.
2nd Vice President

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Kenneth S. Rubin, Esq.
Manuel Synalovski, AIA
Lisa Zucker, MSW, LCSW

HONORARY BOARD
Audrey Millsaps
Mary Todd
Joel Fass, in Memoriam
Jack Brady, in Memoriam

May 13, 2021

The Honorable Chris Vincent
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

Dear Mayor Vincent,

The Areawide Council on Aging of Broward County, Inc., which administers the Aging and Disability Resource Center, is the prime planning, coordinating, funding and advocacy body for projects and services benefitting the needs of over 451,208 year round Broward residents, 60 years of age and over.

Since our incorporation, as a nonprofit 501(c)(3) organization, in 1974, we have utilized a Fair Share Methodology to secure the required match monies from local municipalities and the County Commission.

Each year, the Areawide Council on Aging determines the required match and then develops separate reports for each city or town. The reports include records noting numbers of participants, services rendered, the associated financial costs, and the amount sought to reach the total mandated match.

Since the Federal Older Americans Act and State Community Care for the Elderly Appropriations require a local match, we utilize the base budget and any increases in these funds are reflected in the following year's Fair Share Report. These factors, plus an increase in Broward's population, over 60 years of age, are demonstrated in the Fair Share computations.

We do not employ Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families figures for compiling the Fair Share Request since the Fair Share figures are developed only to meet mandated Federal and State appropriations. Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families data are informational only.

5300 Hiatus Road, Sunrise, Florida 33351 **Elder Helpline: (954-745-9779)** Administration: (954-745-9567) Fax: (954-745-9584)

The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.

For the 2022 Fair Share request, we are employing the latest estimated population figures provided by the U.S. Census Bureau, 2013-2017 American Community Survey; County Population 2018 from the Office of Economic & Demographic Research (EDR); University of Florida, Bureau of Economic and Business Research, 11/2018; and the Florida Legislature's Office of Economic and Demographic Research through the Department of Elder Affairs. Our request for 2022 is $8,759. In 2020, we provided your residents with $14,852 in services.

For each dollar we are seeking, in match, the Areawide Council on Aging supplied $1.70 in assistance to your constituents.

We are available to discuss Fair Share and other elder related matters with you at your earliest convenience. Please call our office, at 954-745-9603, to calendar a meeting.

The Areawide Council is well aware of the economic problems being faced by our municipalities and the County. That is a prime reason for our expressing both gratitude and admiration to our elected officials. Because of your perpetually evidenced advocacy, on behalf of your senior constituency and their caregivers, we can, and will continue to partner in order to assure the right of Older Browardians to live their retirement years with merited dignity.

Sincerely,

Charlotte C. Mather-Taylor

Charlotte Mather-Taylor
Executive Director

CMT:cm

cc: Town Commission of Lauderdale-By-The-Sea
Linda Connors, Interim Town Manager
Lucila Lang, Finance Director
Tedra Allen, Town Clerk

EXPLANATION OF FAIR SHARE

Federal Dollars are provided to the Areawide Council on Aging through Older Americans Act Legislation. State Dollars are allocated by the Community Care for the Elderly Act. Both the Federal and State Dollars must be matched locally on a 90-10% ratio. This means that for every nine dollars provided by the Federal and State Governments, we must raise one dollar in Broward County.

FUNDS REQUIRING LOCAL MATCH FOR 2022

Federal Older Americans Act Dollars	$8,057,965
General Revenue	681,079
State Community Care for the Elderly	6,544,671
	$15,283,715
Local Matching Dollars Required	$1,698,191
Elder Abuse Prevention Program	100,000
Total Matching Funds Requested	$1,798,191

THE FAIR SHARE FORMULA

Since 1974, the Areawide Council on Aging has utilized a Fair Share Formula to request and receive Matching Funds from Broward's Cities and the County Commission. We divide the required Matching Funds by the number of elderly in Broward County to achieve a figure representing each Broward resident 60 years of age and older.

Projected 2022 Broward Total Population 60 and Over	451,208
Representative Fair Share Dollar Amount per Senior Resident 60 or Over: $1,798,191 divided by 451,208	$ 3.99

We request each City to pay 2/3 of the Fair Share Dollars for their senior constituency and the County to pay 1/3. We further ask the County to pay the Full Fair Share for each senior resident of the unincorporated areas.

Fair Share Request per Senior Resident:			$ 3.99
City Share Request per Senior Resident:	$3.99 x (2/3)	=	$ 2.66
County Share Request per Senior Resident:	$3.99 x (1/3)	=	$ 1.33
			$ 3.99

FAIR SHARE REQUEST FROM LAUDERDALE-BY-THE-SEA

Number of Residents over 60 in Your Town	3,293
Fair Share Request per Senior Resident in Your Town	x 2.66
TOTAL FAIR SHARE REQUEST	**$8,759**

In 2020, the Areawide Council provided Your Town with Services Totaling Over: **$14,852**

Annual Service Units - Lauderdale By The Sea

All Providers - All Locations FY 2021-22 Fair Share
January 1, 2020 through December 31, 2020

Account Title	CIRTS Codes	Unit Rate	Units per CIRTS	Total Cost
CCE SERVICES				
CASE AIDE	CA	33.46	1.00	33.46
CASE MANAGEMENT	CM	56.52	45.75	2,585.79
EMERGENCY ALERT RESPONSE SYSTEM	EARS	0.80	271.00	216.80
HOMEMAKER	HMK	17.95	22.00	394.90
IN-HOME INTAKE	INSC	70.88	8.50	602.48
IN-HOME PERSONAL CARE	PECA	15.96	253.25	4,041.87
CCE SERVICES				**7,875.30**
OAA TITLE IIIB				
INFORMATION	INFO	8.87	11.00	97.57
LEGAL ASSISTANCE	LEG	57.31	3.00	171.93
CS-RECREATION	RECR	19.76	2.00	39.52
CS-REFERRAL	REFE	65.02	2.00	130.04
SCREENING AND ASSESSMENT	SCAS	71.08	1.00	71.08
TELEPHONE REASSURANCE	TERACV	9.45	10.00	94.50
TRANSPORTATION-DISADVANTAGED (OAA)	TRS	6.65	1.00	6.65
TITLE IIIB				**611.29**
CARES TITLE IIIB				
INFORMATION	INFO	8.87	37.00	328.19
CS-REFERRAL	REFE	65.02	8.00	520.16
TELEPHONE REASSURANCE	TERACV	9.45	10.00	94.50
CARES TITLE IIIB				**942.85**
TITLE IIIC-2				
HOME DELIVERED MEALS - COVID	HDMCV	4.16	42.00	174.72
TITLE IIIC-2				**174.72**
CARES TITLE IIIC-2				
HOME DELIVERED MEALS	HDM	5.26	112.00	589.12
CARES TITLE IIIC-2				**589.12**
NDP SERVICES				
HOME DELIVERED MEALS	HDM	5.20	896.00	4,659.20
NDP SERVICES				**4,659.20**
			1,736.50	
		Total		**$14,852.48**

25 YEARS OF SERVICE

2-1-1 Broward

Your First Call For Help!

Officers

David Ross, *Chair*
SunTrust Now Truist

Dana Somerstein, Esq., *Vice Chair*
Greenspoon Marder

Michael Wild, Esq.,
Immediate Past Chair
Wild, Felice & Partners, P.A.

Brett Friedman, CPA, *Treasurer*
RSM US LLP

Tim Hogans, *Secretary*
Florida Power & Light Company

Veronica Jimenez, *Officer*
Brown & Brown of Florida

Board Members

Yvette Birdsong
Atlantic Ave Magazine

Kavita Channe
Channé Rosé

Lt. Robert Furman
Broward Sheriff's Office

Gavin Gaukroger, Esq.,
Berger Singerman Attorneys at Law

Kate Goldman
Baptist Health South Florida

Pauline Grant

Kip Hunter-Epstein
Kip Hunter Marketing

Marc Infante, RICP
Wells Fargo Advisors

Scott Singer
Joe DiMaggio Children's Hospital

Administration

Sheila J. Smith
President/CEO

May 27, 2021

Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Attn: Finance Department

Dear Sara Del Villar De Estevez,

Thank you for the opportunity to provide this information in support of a **request for funding (FY 2022) in the amount of $5000.** We believe that our primary objective of connecting people in need with the resources that can help them fully aligns with Lauderdale-By-The-Sea's priorities and mission. Safe and healthy communities that support economic growth through employment and educational opportunites result in improved quality of life. These are at the core of 2-1-1 Broward's mission and services.

2-1-1 Broward is a 24-hour comprehensive helpline that offers Lauderdale-By-The-Sea residents assistance with crisis, health, and human services support. Simply dialing "2-1-1" at any time of day or night connects residents with a highly trained, degreed Counselor who will listen, de-escalate crisis, identify a caller's needs, develop an action plan, link callers with appropriate resources and support, and walk them through next steps. 2-1-1 Broward is an essential partner with government, non-profit organizations, and community leadership. Helpline Counselors are extensively trained in crisis intervention techniques, problem solving, and local service delivery systems. Counselors offer support which addresses an individual or family's needs and helps to put them on a path toward resolution and stability. The majority of calls relate to basic needs such as food, emergency shelter, and rent/utility assistance for low-income individuals and families. As the critical first step in the service delivery network 2-1-1 Broward maintains and updates a comprehensive database of resources (approx. 4000 programs) and connects callers to services that meet their needs and are most likely eligible. Data demonstrates that on their own callers make an average of seven calls to find the best resource. 2-1-1 Broward reduces the time and frustration by accomplishing this in one call. This also benefits the service providers by reducing the number of ineligble callers that reach their reception and intake systems. Multi-lingual staff and interpreter software ensure that callers can communicate in their preferred language.

Ideally 2-1-1 intervenes before a circumstance reaches a crisis. Reduced levels of stress improve quality of life for an individual, a family, and an entire community. Nearly 9% of callers never express a specific need. That is, they are helped simply by someone listening and caring. Social isolation, particularly among youth and seniors, is directly related to health and wellness outcomes.

In the most recent fiscal year **Lauderdale-By-The-Sea residents sought assistance and received 404 referrals from 2-1-1 Broward.** The top categories of needs expressed were:

Basic needs (food/shelter)	115
Government/Community Services	74
Mental Health	34
Health and Wellness	22

7 seniors received daily reassurance calls through our Touchline program which verifies the safety and well-being of seniors who wish to remain living independently. Callers from Lauderdale-By-The-Sea were greeted and assisted in English and Spanish. 61.2% of requests were made by females. 17.8% had children (0-18) in the household. 51.4% had older adults (55+) in the household. 38.5% had a disability. 3.1% had a member of the military.

In addition to call answering services 2-1-1 Broward responded to 7 suicide related calls and provided 3 advocacy and 7 follow-up calls to Lauderdale-By-The-Sea residents. Through a specialized, pandemic response program 2-1-1 Broward has coordinated contactless deliveries of groceries and prepared, family-style meals in partnership with local food pantries. Since program inception more than 15000 deliveries (100,000+ meals) have been made across the County. 2-1-1 Broward coordinates these deliveries at no cost to the pantry or food recipient. 2-1-1 continues to seek new and innovative solutions to help meet the needs of Lauderdale-By-The-Sea residents.

Thank you for Lauderdale-By-The-Sea's prior support and kind consideration of this request.

Will Spencer
Chief Social Enterprise Officer

Broward Children's Center
An incorporated nonprofit
200 S.E. 19th Avenue
Pompano Beach, FL 33060
Tel: 954 943 7638 Fax: 954 943 5950

April 15, 2021

Linda Connors
Interim Town Manager
Town of Lauderdale- By-The- Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Dear Ms. Connors,

On behalf of the infants, children, young adults, and families we serve at Broward Children's Center, please accept our letter of request of $10,000 for general operating support for our comprehensive medical and therapy programs. The medical services provided through our programs offer an inclusive continuum of care, improving the quality of life for children who are medically fragile and technologically dependent in Broward County and beyond.

This fiscal year comes with the unique opportunity to be part of a life-giving project as we embark on the installation of the Masimo Patient SafetyNet (PSN) Monitoring System. This is a 5 year project with a total negotiated cost of $150,000 paid over 5 years at $30,000 annually. To date, we have raised $20,000 from private donors and request $10,000 to secure the payment for the first year of this critical project.

As one of the state's only freestanding Pediatric Skilled Nursing Facility, we are committed to the highest level of care. Our residents are considered some of the state's most fragile residents. We currently have over 18 children on ventilators and all 36 residents require constant 24-hour monitoring. With the Patient SafetyNet (PSN) Monitoring System, our facility would be well-positioned to provide optimal quality of life care by reducing unnecessary transfers to hospital emergency rooms.

Studies confirm that the use of the PSN, which enables continuous monitoring has led to demonstrated improvement in outcomes related to early recognition of deterioration and intervention. The system will allow our medical team to evaluate and respond in real-time to patients' crises before escalation. All in all, the skilled nursing facility anticipates significant improvements in clinical outcomes such as reduction of unplanned transfers and reduction of rescue events, thereby benefiting our residents.

The funding that has been provided by the town of Lauderdale By The Sea over the years has already created life-changing impact for the children and families we serve, helping them to overcome challenges, and allowing them to continue to make crucial advancements through aggressive therapy programs and enhanced medical care.

Today, Broward Children's Center is in need of funding support in order to continue to offer children with complex medical needs the quality of care they deserve. With that, we ask that you please consider our request for support in the amount of $10,000, to allow us to continue to provide these important services to the most vulnerable.

Thank you in advance for your consideration in support.

Sincerely,
Marge Evans

Marjorie Evans

Chief Executive Officer

Office of Resource Development & Sponsored Programs
Willis Holcombe Center, 111 East Las Olas Boulevard
Fort Lauderdale, FL 33301
Phone 954-201-7401

May 10, 2021

Steve D'Oliveira
Public Information Officer
Lauderdale-By-The-Sea Town Commission
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

RE: Lauderdale-By-The-Sea City Commission $2,000 funding request

Dear Mr. D'Oliveira:

Broward College requests funding support in the amount of $2,000 from the City of Lauderdale-By-The-Sea for marine studies. The funds will be used to purchase supplies to implement coursework related to oceanography, marine conservation and geology. The proposed uses include: $1,500 equipment, $500 for classroom supplies.

Background
Broward College has a SCUBA Diving program and club and is offering a benthic monitoring course, marine conservation and restoration biology course and a scientific diving course. Dr. Pamela Fletcher, a professor in the bachelor's Environmental Science Program will lead the effort alongside the Broward College Dive Safety Officer. Students enrolled in the benthic monitoring course are SCUBA certified. Approximately 12 students and/or members of the Broward College SCUBA Club will participate in the project.

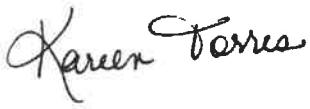
The curriculum is held through the year, typically over a 24-week period focused on teaching theory and standardized protocols to characterize reef health. Lauderdale-By-The-Sea is an ideal study site possessing nearshore hardbottom and beach access. There are three components of the course. First, students participate in classroom sessions learning about the marine ecosystem and reef monitoring techniques. Second, students conduct surveys in the water with the Dive Safety Officer and course instructor, or conduct restoration activities during the field/hands-on portion of the courses. Finally, students and SCUBA club members conduct monitoring surveys and are responsible for data management and reporting with Dive Safety Officer and instructor oversight. All data will be shared with the Lauderdale-By-The-Sea Public Information Officer as a summary report and a presentation to the Commission when possible.

The College provides higher education, technical and occupational training for the residents of Broward County. As the first public higher education institution in the county, the College functions as the principal provider of undergraduate higher education for the residents of

Broward County. Where appropriate, these programs are articulated with the public school system, area vocational schools, and upper-level institutions to ensure that students can move smoothly from one system to another.

Serving as the principal entry level institution for higher education in its district, the College is also a source of cultural enrichment; a resource for community development, business, and industry; and an avenue for continued skill upgrading and enhancement, and retraining. As a public comprehensive state college, the College serves as a significant leader of America's effort to enhance higher education.

Sincerely,



Kareen Torres, MPA, GPC

Associate Vice President, Resource Development and Sponsored Programs

Authorized Organizational Representative

AN EQUAL ACCESS/EQUAL OPPORTUNITY NSTITUTION

CAMP VICTORY RESORTS
FOR THE HOMELESS

PATRICK C. JACKSON, FOUNDER/PRESIDENT

May 26, 2021

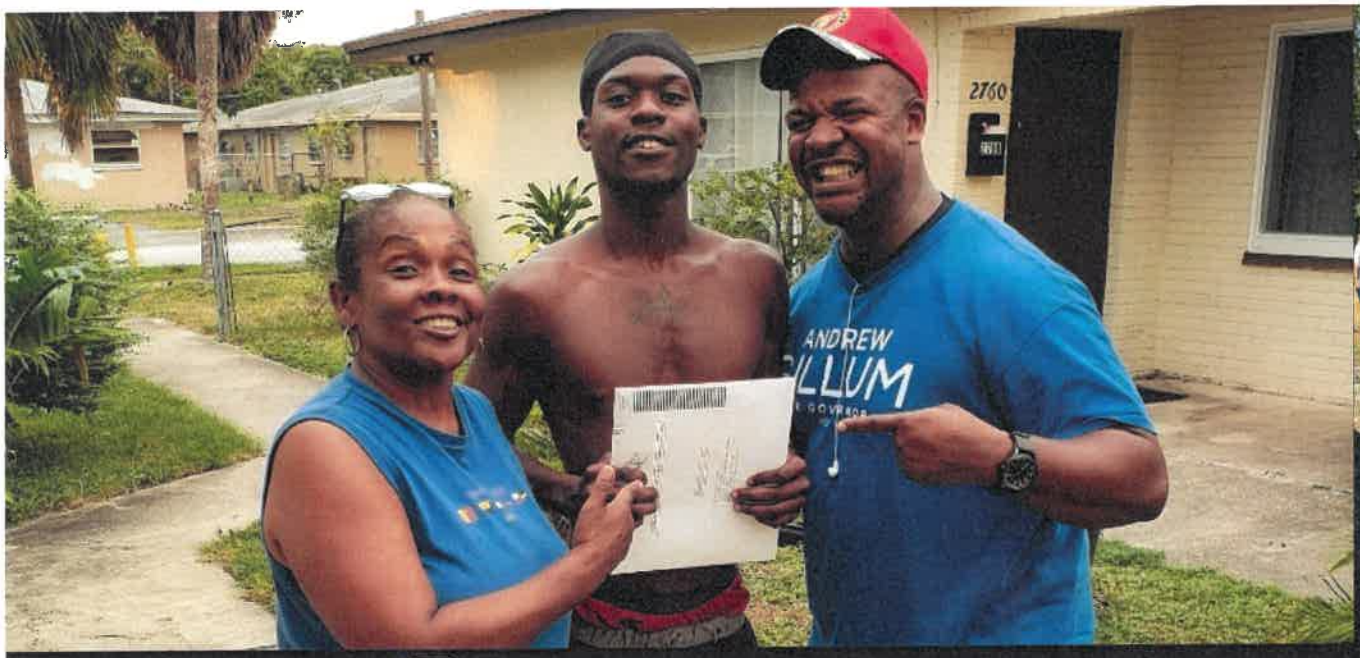
To Whom It May Concern,

I hope this letter finds you well. Camp Victory Resorts for the Homeless is a non-profit organization founded by Patrick C. Jackson. Pastor Jackson has a heart for helping the homeless and less fortunate. It is through his own experience that the blueprint for Camp Victory Resorts for the Homeless was birthed in 2018. Two years later in July 2020 the dream of Camp Victory Resorts for the Homeless became a reality and established as a 501C3.

Camp Victory Resorts for the Homeless currently serves the homeless and less fortunate communities regardless of age, gender, race, faith or creed. To date, we have provided for hundreds of homeless and less fortunate by providing food, clothing, toiletry items, haircuts/hair maintenance, day labor work assistance, and more. Camp Victory will eventually become a full time living facility to help the aforementioned groups. We are seeking financial assistance with a donation of $8,000 from Lauderdale-By-The Sea for the Town's 2022 Fiscal Year to be able to continue helping the underserved.

We would love to speak to you further about our work in the community and how we can partner together.

Winning on Purpose,
Patrick C. Jackson



HOW CAN YOU HELP?

TAX-DEDUCTIBLE DONATIONS CAN BE MADE TO CAMP VICTORY RESORTS FOR THE HOMELESS BY CHECK, PAYPAL, ZELLE, CASH OR CASHAPP.

$YESYOUCANPJ

CHECKS WILL BE MADE PAYABLE TO CAMP VICTORY RESORTS FOR THE HOMELESS

Talk to us!

Address: 7860 W. Commercial Blvd.
125 Lauderhill. FL 33351
Phone: 786-702-6525
Social Media: Patrick C. Jackson

Camp Victory Resorts for the Homeless

"THE THINGS YOU TAKE FOR GRANTED SOMEONE ELSE IS PRAYING FOR."

#OPERATIONSLOVELAW

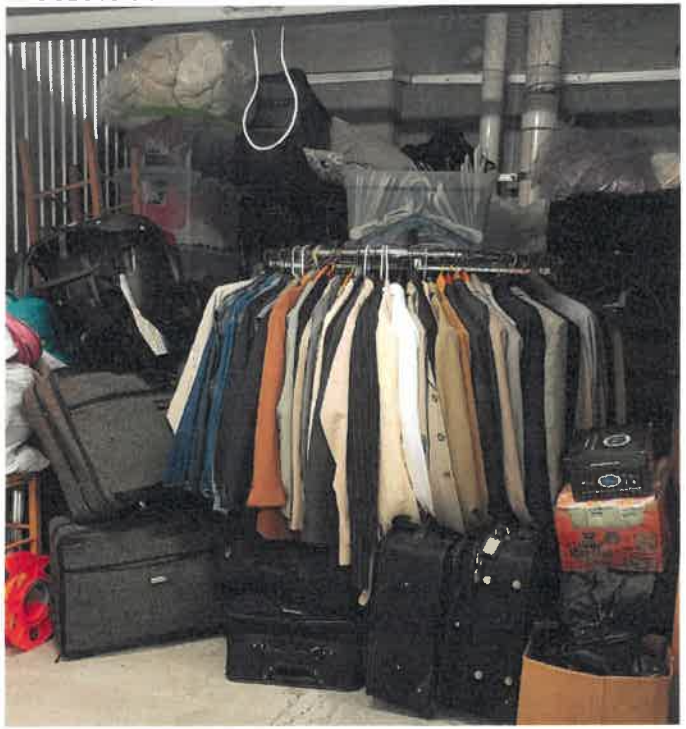
Meet Patrick C. Jackson

In March 2012 after divine direction and hearing from God, Pastor Patrick C. Jackson purchased a one-way AmTrak ticket rom St. Louis, MO. to Miami, FL. During the course of his nine years in South Florida, Pastor Jackson has experienced homeless more than 4 times and has endured every possible hardship of homelessness. The challenges that he has faced include but are not limited to spending one year in jail, one year on probation, ordered into anger management, and even Baker Acted for being considered a threat. Yet, Pastor Jackson is the victor not the victim. God delivered him from victim to victory.

The Birth of Camp Victory Resorts for the Homeless

Pastor Jackson has a heart for helping the homeless and less fortunate. It is through his own experience that the blueprint for Camp Victory Resorts for the Homeless was birthed in 2018. Two years later in July 2020 the dream of Camp Victory Resorts for the Homeless became a reality and established as a 501C3.

Camp Victory Resorts for the Homeless 501C3 non profit organization will be a permanent housing resort camp, structured similar to a self-sufficient military base and will be built in South Florida.



Camp Victory will be a resort living facility for the homeless, less fortunate, all of humanity, all ages, genders, races, creeds and all faiths. Due to Patrick's years of service in the military (Marines) there will be special housing for our veterans of Armed forces services. Camp Victory Resorts For The Homeless is a Christ Centered organization. In effort to stabilize the lives of the homeless, a wide range of services will be given in love to address mental health issues, homelessness cycle, criminal behavior, drug and alcohol abuse, prevention and recovery, rehabilitative treatment and sex trafficking. Camp Victory will be a domestic abuse safe haven and provide for numerous other chronic illness setbacks that humanity can face. We will give men and women the structured environment they need to get to victory in their lives. At Camp Victory Resorts for the Homeless, our residents would be able to live for 1 year at no cost. At the end of their one year period, they are able to move into subsidized housing.

Center for Hearing and Communication
Connect to Life™

2900 W. Cypress Creek Road, Suite 3
Fort Lauderdale, FL 33309
Voice: 954 601-1930
Fax: 954 601-1399
TTY: 954 601-1938
VRS: 866 954-2681
www.chchearing.org

Town Of Lauderdale-By-The Sea
4501 N. Ocean Drive
Lauderdale-By-The Sea, FL 33308

March 18, 2021

To Whom It May Concern:

I am writing to introduce myself as well as, to request support for our organization from the City of Lauderdale-By-The-Sea. It is because of the support of cities such as you that allows us to continue to provide our services to the community.

CHC-FL continues to be the **ONLY** full-service not-for-profit agency in Broward County serving the various needs of residents with all degrees of hearing loss for the past 40 years. We are committed to improving the quality of life for the nearly 200,000 individuals with hearing loss, which includes residents in the City of Lauderdale-By-The-Sea.

While Covid-19 has provided challenges, CHC-FL continues to stay open for the Lauderdale-By-The Sea community to ensure they stay connected to their loved ones during this time with the following services:

- **FREE** new amplified telephones, training, telephone modification, and/or exchange of equipment
- Education on hearing loss and prevention (e.g.Managing communication and Hearing Loss while using Masks)
- Audiology services (e.g., screening, evaluations, testing)
- Hearing aids and other assistive devices accompanied with counseling by our audiologist(s)
- Social and mental health counseling w/licensed mental health care providers are provided via telehealth
- Case management to help them receive the resources (e.g., food, housing, rental assistance)
- After school programming for elementary, middle, and high school students, and summer camp

While we do receive funding support from other agencies, it does not meet all the needs of providing services to the Broward Community. Many of the children and adults we serve with social services, mental health counseling, education, and audiology care are living well below the poverty level. Without our organization's services, they would have limited access to Hearing Healthcare. For example, while initial audiological appointments may be covered by a funder, additional appointments are not.

We ask that your municipality consider making a contribution in the amount of $2,000.00 to our agency to help us defray our additional costs. Your past support has helped us to fulfill our mission and we look forward to your continued partnership in helping the residents of Lauderdale-By-The-Sea with hearing loss. We encourage you to call upon us as a community resource when considering care for residents with hearing loss.

Thank you for considering our request for funding!

Tracy Perez, Psy.D.
Co- Regional Executive Director, CHC-FL

EARLY LEARNING COALITION of Broward County, Inc.
Early Learning. Early Success.

Renee Jaffe
Chief Executive Officer

Board of Directors

Laurie Sallarulo
Board Chair

Michael Asseff
First Vice Chair

Renee Podolsky, MBA
Second Vice Chair

Twan Russell
Secretary

Beverley Batson
Richard Campillo
Cara Cerchione
Angela Iudica
Mason Jackson
William Karp
Monica King
Dawn Liberta
Amoy Reid
Laurie Rich Levinson
Ellie Schrot
Cindy Arenberg Seltzer, MPA, JD
Zachary Talbot
Khalil Zeinieh

Linda Connors
Interim City Manager / Development Services Director
Town of Lauderdale-by-the-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

April 5, 2021

Dear Ms. Connors,

On behalf of the more than 26,000 children the Early Learning Coalition (ELC) serves in Broward County, I would like to thank you again for the Town of Lauderdale-by-the-Sea's support of **early learning for Broward's youngest children. The city's continued contribution** allows us to maximize federal and state dollars to provide access to quality and dependable child care to low income and/or vulnerable families in Lauderdale-by-the-Sea.

As you know the Early Learning Coalition of Broward County, a 501(c)(3) non-profit organization, is the State designated administrator of all publicly-funded early child care and education programs in Broward. In order to ensure families living and working in Lauderdale-by-the-Sea continue to have access to child care and early education services, I ask again for **the City's support of our School Readiness** program through the School Readiness Child Care Match program.

Over the past two years **the State of Florida's Office** of Early Learning (OEL) made **$30 million** in **supplemental School Readiness** Child Care Match funding available to ELC's around the state to expand the School Readiness Program. This Program is essential to economically disadvantaged working families who live or work in Lauderdale-by-the-Sea, and to all working families in Broward County that need child care for their children. The program allows parents, who are either working or attending school and are at 200% of the Federal Poverty Level (FPL), to access affordable child care at a licensed facility of their choice.

This funding is only available to those Early Learning Coalitions that secure local match dollars from their community. As in previous years, the ELC seeks partners within Broward County to raise these local funds that allow us to draw down State and Federal funds allocated for child care subsidies. The **$2,000** requested from Lauderdale-by-the-Sea for the 2021/2022 fiscal year, **along with funding from the Children's Services Council**, Broward County, United Way and other cities and towns throughout Broward County, will be used to provide child care to over 17,000 children in the School Readiness program with child care subsidies.

Our partnership benefits families as well as the child care business community, providing economic support to Lauderdale By The Sea and Broward County as a whole. Investment in quality early child care and education provides the foundation for all children to succeed in school and in life as productive members of their communities.

I look forward to your continued support, and please contact me if you have any questions,

Renee Jaffe

Renee Jaffe, CEO
Early Learning Coalition of Broward County

1475 W. Cypress Creek Road • Suite 301 • Fort Lauderdale, FL 33309 • (954) 377-2188 • Fax (954) 377-2192•
www.elcbroward.org

APRIL 2021 | SPRING ISSUE 3

EARLY LEARNING COALITION of Broward County, Inc.
Early Learning. Early Success.

Early Learning Connection

Quarterly Legislative, Municipal & Early Learning News
from the Early Learning Coalition of Broward County

What We Do: The Early Learning Coalition of Broward County provides early learning opportunities via the School Readiness child care subsidy assistance program to 17,760 children of low income families and free Voluntary Pre-Kindergarten (VPK) to 16,641 children in across 740 centers in every city and town in Broward County.

From the desk of Renee Jaffe, CEO

As we cross the anniversary of the first reported COVID-case in Florida, the ELC continues its commitment to support the early learning community and understand the needs, impact and severity of the pandemic on children birth to five as well as child care small businesses. With this in mind, we continue to advocate for much needed financial and other supports for Broward's child care businesses and families. A recent ELC survey of a small sample of Broward child care providers revealed 92% are experiencing financial hardship, 51% are in danger of "closing their doors" due to financial hardship and 16% can operate for only 1-3 months based on their current monthly income. These are alarming statistics and as a result we are vigorously pushing to ensure sufficient and quick distribution of additional federal COVID-19 relief funding through the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) and the American Recovery Plan Act (ARPA). This funding is absolutely imperative to ensure child care businesses can keep their doors open to ensure low income families can work, while their children continue to learn in a safe in a nurturing environment.

While additional funding and supports are needed and needed fast, we also need to look at how to strengthen the early learning system as a whole, which is even more vulnerable now as a result of the pandemic. The ELC is committed to working with the State, legislators, municipalities, businesses, stakeholders as well as child care businesses to build an even better and stronger child care system that supports and prepares Broward's youngest citizens for Kindergarten and beyond.

Sincerely,
Renee Jaffe

ELC Partners with WSFL-TV

We're excited to announce ELC Broward has partnered with WSFL-TV to bring information to families across Broward County. Check us out on *Inside South Florida* every Wednesday for news, updates and resources. Click here to watch our first taping.

Let's Talk: HB 419 & SB 1292

Since our last issue in February, the Early Learning and Early Grade Success bill HB 419 proposed by Representative Grall, and its companion SB 1292 from Senator Harrell have been heard and reviewed by several legislative committees.

These bills are very comprehensive and a step in the right direction in terms of enhancing and strengthening the early learning system. The main components include minimum quality thresholds for Voluntary Pre-Kindergarten providers, it also includes taking into account a children's learning gains, and expands components of professional development for educators and center directors. The bill also enables parents to have more access to the ongoing progress of their child's learning and additional information about child care programs to assist parents when making choices about which program is best for their child.

We would love to meet with you and/or your staff to provide more details on this bill and how it would impact children and families in your communities!

School Readiness , VPK Enrollment and Attendance Update

In March, the reported child attendance rate for School Readiness (our child care subsidy program for low-income families) was 90% (10,905) and the absence rate was 10%, (1,238) down from January's 11%. This data includes 1,721 children from first responders/medical personnel scholarship initiative, which phased out on March 31, 2021. Through March, there have been 14,783 approved VPK applications for the current school year. However, only 11,642 children or 79%, are actually enrolled with a VPK provider. Enrollments are lower than the 14,990 children in FY 19/20 for an overall a one-year decrease of 22%.

Help Spread the Word About Our School Readiness Program

As of April 1, over 1,189 new children were enrolled, and the waitlist is now down to 2,206; a drop of more than 40% since July! You can help us serve more families in your community by spreading the word about this opportunity for them to receive assistance to pay their child care needs. Learn more about School Readiness and register by clicking HERE !

ELC Broward Shares the Vision for its Racial Equity Workgroup

The ELC's Racial Equity Work Group has a vision of distribution of resources and opportunities that is neither determined nor predicted by race, racial bias or racial ideology. We believe that all people, cultures, and identities are equally valued and recognized under the belief that strength comes through our shared humanity's diversity and expression. This past month we developed a series of events to celebrate Black History month with special social media events featuring books with black children and black authors. Our hope is to continue to promote a culture at the ELC of Broward that influences advancement and equality for all.

The REWG has focused on transforming the ELC to fit all people through events and activities both internally and externally with the community. As part of this community collaboration, we launched our inaugural ELC Café Series and hosted Lauderdale Lakes Mayor Hazelle P. Rogers in an online conversation with our staff. She addressed "Inequities in Education and Considerations for Black Children and Youth in a COVID-19 Era." We sincerely thank Mayor Rogers for sharing her time and wisdom and look forward to collaborating with other local elected officials in future events!

In Need of Educational Services? Call ELC Broward's Warm Line

The Early Learning Coalition of Broward County has a Warm Line which is available to Broward County's Early Learning Community. The Warm Line is a free service for families and/or child care providers who need support for children, birth through five years old, exhibiting challenging behaviors, have questions about developmental milestones, and/or need of special education services.

The Warm Line also assists classroom teachers with on-site or virtual technical assistance on the classroom environment, classroom observations and strategies for classroom management. Our team will support families in meeting their individual needs including resources and guidance on the child's skills, ability and development. One of our goals is to build a positive collaboration with families and schools to enhance the family/school connection. If further evaluation is needed, our team will support the family through navigating the process. For more information, **please call:**

954-395-0672.

FloridaVPK

Registration for Florida's FREE Voluntary Pre-Kindergarten (VPK) program began on January 1st! Families that did not enroll in the school year program can still enroll their 4 year olds in VPK for the 20/21 summer VPK sessions before starting Kindergarten in August. Children that will turn 4 by September 1st can secure their spot in a VPK program for the upcoming school year session.

Click HERE to find out more about ELC's VPK services, virtual VPK options, and how families can easily register their children to enroll!

Questions or Comments? We'd love to hear from you!
Email: Communications@elcbroward.org

Thank you to our sponsors!

OFFICE OF Early Learning
LEARN EARLY. LEARN FOR LIFE.

BROWARD COUNTY FLORIDA

Children's Services Council of Broward County
Our Focus is Our Children.

WELLS FARGO

Lucila Lang

From: Tedra Allen
Sent: Thursday, March 18, 2021 10:05 AM
To: Finance Department
Subject: FW: Special Request Goodman Jewish Family Services of Broward

Please see below

Tedra Allen, CMC
Town Clerk
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Fl. 33308
Phone (954)640-4201 Fax (954)533-9546
tedraa@lbts-fl.gov * www.lbts-fl.gov

Note: *Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records and are available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.*

From: DeAnna Arana <darana@jfsbroward.org>
Sent: Thursday, March 18, 2021 9:48 AM
To: Tedra Allen <Tedraa@lauderdalebythesea-fl.gov>
Subject: Special Request Goodman Jewish Family Services of Broward

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Dear Tedra,

Goodman Jewish Family Services (JFS) of Broward County supports members of our community who face daily challenges of life, and are most vulnerable to new and unexpected hardships that arise from crises. For close to 60 years, our programs provide mental health counseling, food, and financial assistance. Our clients include seniors, families, survivors of domestic abuse, adults with developmental and physical disabilities and Holocaust survivors. We are committed to improving the quality of life of all families in Broward County, regardless of race, religion, ethnic background or sexual orientation.

The American Rescue Plan Act, signed into law on March 10, 2021 provides counties and municipalities with funding to respond to or mitigate the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses and nonprofits.

Goodman JFS assists the most vulnerable families and individuals in our community with dignity and a focus on individual needs that include food, rent, utilities and prescription medications. In addition, through our behavioral health unit, we have assisted many clients dealing with personal trauma stemming from community violence they have experienced. Our short-term, emergency financial assistance program helps those most in need to achieve safety and stability so they may move forward in their lives. The COVID-19 pandemic has placed a particularly heavy burden on the most vulnerable families throughout Broward County. This year alone, GJFS has assisted more than 950 families, impacting 2,340 Broward County residents. More than 56% of the individuals served are people of color, and 62.9% identify as non-Jewish.

For this, as a well-established, nonprofit organization serving the constituents of the Town of Lauderdale-By-The-Sea, we respectfully request your support to fund the Goodman JFS Financial Assistance Program. Your support will aid in the areas of: rental assistance, mortgage and utility payments, as well as essentials such as eye glasses, medical supplies, hearing aids, and prescription medications.

Thank you for your consideration, we are available at your convenience to review details. Please feel free to contact me at (954) 909-0816 or darana@jfsbroward.org.

Sincerely,

DeAnna Arana

DeAnna Arana, MPA
Director of Annual & Corporate Giving
jfs™ Goodman Jewish Family Services of BROWARD COUNTY
5890 S. Pine Island Road, Suite 201 | Davie, FL 33328
Direct: 954-909-0816 | **Office:** 954-370-2140 x 219
Fax: 954-916-1252 | darana@jfsbroward.org
www.jfsbroward.org

Confidentiality: This email's content is confidential, privileged, and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party without the sender's written consent. If you received this message by mistake, please reply to this message and follow its deletion to ensure such an error does not occur in the future. Goodman Jewish Family Services of Broward County puts cybersecurity at a high priority. Therefore, we have put effort into ensuring that the message is error and virus-free. Unfortunately, the email's full security cannot be ensured as, despite our efforts, the data included in emails could be infected, intercepted, or corrupted. Therefore, the recipient should check the email for threats with the proper software. The sender does not accept liability for any damage inflicted by viewing this email's content or disclosing PHI and PII information.

Total Control Panel Login

To: tedraa@lbts-fl.gov
From: darana@jfsbroward.org

Message Score: 35
My Spam Blocking Level: Medium

Block this sender
Block jfsbroward.org

High (60): Pass
Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Goodman Jewish Family Services of BROWARD COUNTY

June 2, 2021

Tedra Allen
Town Clerk
Lauderdale By the Sea
4501 N. Ocean Drive
Lauderdale By the Sea, Fl 33308

Dear Tedra,

Goodman Jewish Family Services (JFS) of Broward County supports those in our community who face daily challenges, including the normal transitions of life, new and unexpected hardships and immediate crises. For close to 60 years, our programs have provided mental health counseling, food, financial assistance, resources and referrals. Our clients include seniors, Holocaust survivors, families, survivors of domestic abuse, and adults with developmental and physical disabilities. While our work is based on Jewish values, we are committed to improving the quality of life of all families in Broward County, regardless of race, religion, ethnic background or sexual orientation.

The Goodman JFS Assistance Program provides financial assistance to Broward residents who are experiencing financial setbacks. The COVID-19 pandemic has impacted our economy and as a result, many local families are experiencing hardship. Our short-term, emergency financial assistance program is helps those most in need to achieve safety and stability.

Goodman JFS assists the most vulnerable families and individuals in our community with food, rent, utilities and prescription medications. This year alone, GJFS has assisted more than 1,000 Broward County households with over $800,000 of aid, impacting 2,340 Broward County residents.

The American Rescue Plan Act, signed into law on March 10, 2021 provides counties and municipalities with funding to respond to or mitigate the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses and nonprofits.

For this, as a well-established nonprofit organization serving the constituents of Lauderdale by the Sea, we respectfully request a grant to support the Goodman JFS Assistance Program. Your grant will aid in the areas of: rental assistance, mortgage and utility payments, as well as essentials such as eye glasses, medical supplies, hearing aids, and prescription medications. Please see the attached proposal.

Thank you for your consideration, we are available at your convenience to review details. Please feel free to contact DeAnna Arana at (954) 909-0816 or darana@jfsbroward.org

Sincerely,

DeAnna Arana

DeAnna Arana
Director of Annual & Corporate Giving

Goodman JFS of Broward (GJFS) is a non-profit 501(c)3 charitable organization, providing programs and services to those in need in Broward County since 1963. A copy of the official registration SC-00196 and financial informati may be obtained from the Division of Consumer Services by calling 800-435-7352 within the State or visiting www.FloridaConsumerHelp.com. Registration does not imply endorsement, approval or recommendation by the Stat

Goodman Jewish Family Services of BROWARD COUNTY

Proposal presented to Lauderdale by the Sea to support the Goodman Jewish Family Services Financial Assistance Program

THE MISSION. Goodman JFS is dedicated to empowering individuals, strengthening families, protecting the vulnerable and helping seniors age safely and with dignity in their homes by providing innovative social services and programs to the Broward community. Our work is based on Jewish values to improve quality of life regardless of race, religion, ethnic background or sexual orientation.

THE NEED. Goodman Jewish Family Services of Broward County's (GJFS) Financial Assistance Program was created 57 years ago to provide financial assistance to all Broward residents who are experiencing financial setbacks, regardless of their race, religion, culture or sexual orientation. We serve families who are suffering financial hardship due to job loss, death of a loved one, physical, emotional or other emergent situations. The elderly, homebound and those living on fixed incomes make up a large percent of our clients.

The novel coronavirus (COVID-19) pandemic has impacted everyone, some more drastically than others. For many local families, that means an unexpected financial hardship. The State of Florida reported over 2.1 million Floridians applied for unemployment benefits in April 2020 due to the negative economic effects of the COVID-19 pandemic. While there are state and federal measures to help those impacted financially, most people in our community need more immediate assistance. Goodman JFS has assisted three times the usual number of callers over the months of April, May and June, due to the sudden needs of families and individuals impacted by COVID-19.

TAKING ACTION. Our short-term, emergency financial assistance program is designed with a goal of helping those most in need to achieve safety and stability. Each day, GJFS assists families and individuals with food, rent, utilities and prescription medications. Through the generosity of private donors, Goodman JFS provides a lifeline of support to assist the most vulnerable. This year alone, GJFS has assisted more than 1,000 Broward County households with over $800,000 of aid, impacting 2,340 Broward County residents. If the need is well-documented and funds are available, no one is turned away.

SUPPORT. When you support GJFS, you are directly impacting the lives of local families. As a partner, Lauderdale by the Sea is able to demonstrate compassion and commitment while strengthening our community. Your support allows us to provide rent, mortgage and utility payments, as well as essentials such as eye glasses, medical supplies, hearing aids, and prescription medications to your residents.

HOW TO HELP. There is a long road ahead as the economy begins to recover. We want to ensure that we do not have turn away any family in need of emergency financial support. Goodman JFS respectfully requests $15,000 from Lauderdale by the Sea to support the Financial Assistance Program. Your grant will aid in the areas of: rental assistance, mortgage and utility payments, as well as essentials such as eye glasses, medical supplies, hearing aids, and prescription medications. For more information, please contact DeAnna Arana, Director of Corporate Development 954-909-0816 or darana@jfsbroward.org

Hillsboro Lighthouse Preservation Society, Inc.
P.O. Box 610236
(954) 942-2102
www.HillsboroLighthouse.org

Town of Lauderdale-by-the-Sea
Town Manager: William Vance
Attn: Assistant Town Manager, Tony Bryan
Attn: Accounting: Sara Del Villar de Estevez

May 01st, 2021

To whom it may concern,

The Hillsboro Lighthouse Preservation Society, Inc. is grateful for the participation of the town of Lauderdale-by-the-sea in sharing the operating expenses of the Hillsboro Inlet Lighthouse along with the other surrounding Inlet Municipalities.

Attached to this letter, please find our FY2021-22 Board approved budget. As indicated, the figures have not changed since last year, therefore, the LBTS share is $2,500.00 – unchanged from previous years.

We are pleased to see the Constituents of LBTS visiting the Lighthouse, and also enjoying the Great beam shining over your Town every night.

Thank you very much for your assistance.

Very Respectfully,

Ken Herman

Ken Herman,
President Hillsboro Lighthouse Preservation Society, Inc.
president@hillsborolighthouse.org
954-695-7535

Hillsboro Lighthouse Preservation Society, Inc.
P.O. Box 610236
(954) 942-2102
www.HillsboroLighthouse.org

		Last Year Adopted 2021	Current Year Proposed 2022
Resource Available:			
Lauderdale-by-the-Sea		$2,500.00	$2,500.00
Federal Funding		0	0
State Funding		0	0
Other Local Government Funding		$5,000.00	$5,000.00
Foundation Grants		0	0
User Fees		0	0
Other Revenue Sources		$20,000.00	$20,000.00
Total Resources Available:		$27,5000.00	$27,500.00

Sources Allocated:			
Salaries		0	0
Benefits		0	0
Supplies / Publications		$8,500.00	$8,500.00
Contractual Services (Boat Rental)		$9,000.00	$9,000.00
Liability Insurance		$5,000.00	$5,000.00
Web Services (web camera)		$1,500.00	$1,500.00
Other (Storage Rental)		$3,500.00	$3,500.00
Total Resources Allocated		$27,500.00	$27,500.00

March 26, 2021
Mr. William Vance, Town Manager
Town of Lauderdale- By- The- Sea
4501 N Ocean Drive
Lauderdale- By- The- Sea, Fl. 33308

Dear Mr. Vance,

I hope this message finds you, your family, and the entire team at the Town of Lauderdale-By-The-Sea in good health. As continued supporters of our mission, we want to assure you that we are doing everything we can to decrease the spread of the virus to keep our clients, a vulnerable population, safe during these unprecedented times.

Thank you for your generous support over the years, and for inviting us to submit a new proposal for your FY2022 budget. With the heightened discourse surrounding substance abuse and mental health during the pandemic and the concern of the spread of COVID-19 in Broward County, we hope that you would make an investment towards our efforts to fill in the gaps left by the additional expenses associated with the Coronavirus pandemic, to better protect our residence in recovery and our fearless team of behavioral and mental healthcare workers who provide lifesaving services daily. With that being said, we are respectfully requesting a donation in the amount of $5,000.

As you know, House of Hope is a 501(c)(3) charitable organization that offers residential and outpatient substance use and mental health rehabilitation treatment and programming to adult men and women. Approximately 90% of House of Hope's population comes from homelessness, indigence, or incarceration for charges most often related to their addiction. We operate 24 hours a day, 365 days a year, and play a critical role in stopping the cycle of addiction by providing our clients in recovery with the tools and resources they need to adhere to their sobriety, reunite with their families, and return to the community as self-sufficient, responsible citizens.

House of Hope programming currently includes residential care for up to 42 women and 96 men on a rolling basis. House of Hope's services include individual treatment and counseling, group therapy, psycho-educational groups, GED and job skills classes, and vocational trainings, all offered in a group living environment focused on recovery. House of Hope also offers continued case management for clients upon discharge through a growing outpatient program. We are committed to providing an evidence-based, recovery-oriented system of care for all clients, regardless of their financial circumstances. In spite of the pandemic, House of Hope served nearly 438 men and women and their families throughout South Florida last year.

Like many other nonprofits, we have been hit hard by COVID-19. In the last few months our revenue has decreased, and in our efforts to maintain a clean and stress-free environment, our expenses have risen. Clients who were employed or participating in vocational training have had their lives substantially affected due to the mandated closures, and while our residents have taken great steps to get their lives

on the right track and return to their families economically stable and sober, their anxiety is now at an all-time high as they face the unknown.

Last year, at the onset of the coronavirus pandemic in our state, we made the careful decision to suspend all residential intake to ensure that our community was not at risk of contracting this virus. It's important to remember that individuals with addiction could potentially face greater risks related to COVID-19, particularly those who smoke tobacco or marijuana, vape, or use opioids. Many of these substances can have negative effects on respiratory and pulmonary systems. We had also officially started the process of admitting new clients with a methodical approach. Our objective is to leave no one behind as the fight against deaths by overdose continues despite our nation's current health crisis.

Your investment of $5,000 will not be the first vote of support. We have recently successfully secured funding from The Jim Moran Foundation.

We look forward to partnering with your foundation to continue this worthy initiative. If you have any questions or would like to schedule a time to speak, please feel free to contact me at 954-524-8989 ext. 1019 or by email at pbard@houseofhope.org. We sincerely appreciate your consideration of our request and look forward to hearing from you soon.

Sincerely,

Phyllis Bard

Development Director

P.S. Please find our latest Audited financial statement attached to this proposal. We have not yet completed an annual report for 2020.

May 13, 2021

TO: Interim Town Manager Linda Connors and Finance Director Lucila Lang

FROM: Town Commissioner Randy Strauss

RE: FY2021-22 Budget Request For South Florida Lionfish Derby Event

---

As an avid fisherman, I believe it is important to support events that support the marine environment. Lionfish are not native to the Atlantic Ocean and have very few predators. They feed on small crustaceans and fish, including the young of important commercial fish species in South Florida, including snapper and grouper. While marine invaders are nearly impossible to eradicate once established, events that help reduce their impact help benefit our environment.

Since it would be difficult for the Town to organize and run its own lionfish event where scuba divers are invited to hunt down and kill lionfish in exchange for prizes, I think it would be great to support the Pompano Beach Lionfish Debry, which is sponsored by the City of Pompano Beach and Shipwreck Park, a non-profit that promotes artificial reefs and increasing environmental awareness about the ocean. I believe the Town's donation would be a continuation of our supporting and backing events that help benefit the marine environment.

I've talked with BugFest coordinator Steve d'Oliveira about including lionfish in our annual BugFest event, but it's not safe to combine divers with spearguns and lobster hunters, not to mention the logistical nightmare involved with expanding BugFest to include lionfish.

For that reason, I am requesting the Town include $5,000 in its FY2021-22 budget to become a 'co-title sponsor' for the 2nd annual Pompano Beach Lionfish Derby in 2022. This year's derby event was cancelled due to the pandemic, but the next one is scheduled for summer 2022.

May 26, 2021

Linda Connors, Interim Town Manager
Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Dear Mrs. Connors,

South Florida Wildlife Center is honored and deeply appreciative to have received the City's support in 2021. We respectfully request continued support of $5,000 in 2022.

Lauderdale-By-The-Sea's assistance is critical. Last year, South Florida Wildlife Center disaffiliated from its parent company and returned to independent status. This enables South Florida Wildlife Center to be even more community focused but comes with the burden of 100 percent responsibility for the cost of our lifesaving care and services. Supportive partnerships like yours are essential to continue our mission.

As one of the nation's highest-volume wildlife rehabilitation facilities, South Florida Wildlife Center treats more than 10,000 wild animals onsite annually and helps through phone consultations with citizens and wildlife professionals. The Center also provides training for veterinary students and handles more than 5,000 telephone calls for assistance every month.

Already this year, patients from Lauderdale-By-The-Sea have included brown pelicans, royal terns, mourning doves and more, all of whom received expert veterinary care. Their treatment included radiographs to diagnose breaks and locate fishhooks; surgery to close wounds; fluids to combat dehydration and medications to fight infection and ease pain.

Many of those patients have come from Anglins' Fishing Pier, where we maintain signage about the dangers of improperly discarded fishing line and receptacles for safe disposal of line and tackle.

Lauderdale-By-The-Sea's $5,000 gift will be applied to the cost of veterinary examinations, lifesaving medical treatment and rehabilitative care in your area.

Thank you for partnering with us to protect wildlife, preserve our ecosystem and maintain a high quality of life for our community's people and animals.

Warm regards,

Alessandra Medri,
Executive Director

3200 SW 4th Avenue • Ft. Lauderdale, FL 33315
t 954.524.4302 • f 954.524.2679
southfloridawildlifecenter.org

WOMEN IN DISTRESS
OF BROWARD COUNTY, INC.
JIM & JAN MORAN FAMILY CENTER

Helping families rebuild their lives *for 46 years!*

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Elizabeth "Billie" Grieb
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Beth Wallace
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Keriann Worley

April 12, 2021

Mayor Chris Vincent
Town of Lauderdale-by-the-Sea
Jarvis Hall, 4505 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Dear Mayor Vincent:

On behalf of the families we serve, THANK YOU for your dedication to keeping Lauderdale-by-the-Sea residents safe, especially during an unprecedented time like this.

We know you may be in the midst of laying out your next fiscal year budget and wanted to ensure you included funds for your domestic violence survivors. **Women In Distress of Broward County, Inc. (WID) respectfully requests $3,000 in funding from the Town of Lauderdale-by-the-Sea in order to maintain a seamless continuation of domestic violence services to your residents during the 2021-2022 fiscal year.** As survivors of domestic violence face additional challenges such as unemployment and food security, we need your help now more than ever help them become self-sufficient through programs including safe emergency shelter, a 24-Hour Crisis Hotline, adult and family counseling and therapy, and more available at no cost.

For more than 45 years, we have worked together to keep families safe by furthering our mission *to end domestic violence for everyone through intervention, education and advocacy*. Women In Distress works to accomplish its mission by providing a 132-bed emergency shelter, onsite pet shelter, 24-hour Crisis Hotline, and a comprehensive Outreach (non-residential) Program that includes: advocacy services, therapy, counseling, legal services, childcare, transportation, and other wrap around support services for domestic violence survivors.

Last fiscal year, Women In Distress was able to provide 3,282 adults and children with much-needed services to those recovering from domestic violence abuse, including over 25,828 nights of emergency shelter, 21,044 calls into our Crisis Hotline, and 30,027 hours of advocacy and therapy. WID is the only nationally accredited, state certified, full service domestic violence agency in Broward County; the largest domestic violence agency in Florida; the only shelter in Southeast Florida to house survivors and pets together; and one of the oldest in the country. Our programs continue to empower survivors of domestic violence to safely flee their abusers and establish a life free from abuse.

WOMEN IN DISTRESS
OF BROWARD COUNTY, INC.
JIM & JAN MORAN FAMILY CENTER

Helping families rebuild their lives for 46 years!

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John G. Primeau
Karen Sylvester
Judith Thiel
Emily Jaffe
Josette Van Putten
Keriann Worley

The approved $3,000 in funding from the Town of Lauderdale-by-the-Sea will supplement a portion of the cost associated with providing residents of Lauderdale-by-the-Sea with domestic violence programs to include:

* Emergency Shelter
* Therapy
* Counseling and Advocacy
* Injunction for Protection (IFP)
* Crisis Hotline
* Economic Empowerment and Justice
* Education and Prevention
* Pet Shelter

Last fiscal year, with the help of funds provided by the Town of Lauderdale-by-the-Sea, Women In Distress answered four calls for help made by Lauderdale-by-the-Sea residents. As the world begins to open back up and we resume in-person services, we anticipate serving more residents in need. Financial insecurity is growing for many, putting increased pressure and stress on families. Sadly, we are anticipating an increase in domestic violence incidents, much like we have seen in the past following natural disasters.

As we approach the next fiscal year with uncertainty, one thing remains firm – our commitment to keeping families safe. Since joining Women In Distress as President and CEO this past September, I continue to be amazed and appreciative of the community's support of domestic violence survivors. I hope that you can continue to join us in this commitment as a community partner.

If you require any additional information, please do not hesitate to contact Director of Major and Planned Gifts Michael Barron at 954-760-9800 ext. 1278 or mbarron@womenindistress.org.

Sincerely,

Linda L. Parker, PhD

Linda L. Parker, Ph.D.
President and CEO

Town Commission Agenda Item Report

Meeting Date: June 8, 2021
Submitted By: Debbie Hime **,** Special Events Manager
Submitting Department: Administration
Item Type: Discussion Item
Agenda Section: NEW BUSINESS

Subject Title: Continued use of Andy Royston, of Tropical Sun Design, as Sole Branding Provider

Explanation: The Town's branding colors, font styles, and the pelican on the chair (to name a few) were selected in 2012 after the redevelopment of Commercial Boulevard. Our branding continues to reflect our character and caliber of creative placemaking in all corners of our Town from events to maps, website design to park and parking signs, and many other applications.

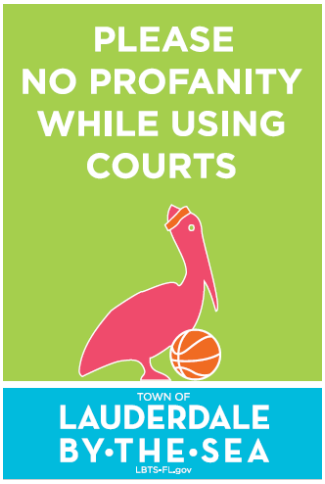
Tangled Spider created the Town's initial branding. Our current branding artist is Andy Royston of Tropical Sun Design, who was a partner in Tangled Spider when they created our brand. Mr. Royston has been our branding artist for the past five years and continues to consistently enhance the integrity of the Town's branding. His work is included in our print materials, signage, and car wraps **(Exhibit 1)**. We generally budget approximately $8,000 for this type of branding art throughout the year.

The Interim Town Manager has asked staff to review our vendors and service contracts to ensure that we are meeting the Town's Purchasing Manual requirements. The Purchasing Manual requires Staff to obtain two to three verbal documented quotes for purchases of $2,000 or more, but less than $10,000, or three written quotes for purchases of $10,000 or more, but less than $20,000, unless an exemption to competitive solicitation applies.

Section IV.H.6. of the Purchasing Manual exempts budgeted services that involve a special skill, ability, training, or expertise of a unique, original, or creative nature from the competitive solicitation requirements. Because Mr. Royston's expertise is of a unique and creative nature and due to his long-standing and successful execution of the Town's brand, staff has decided to continue using Mr. Royston as the Town's branding artist, without considering alternative providers. This choice protects the continuity of the Town's unique branding identity that has become widely recognized through our consistent and widespread use.

Attachments:
Ex.1 – Branding Art Examples

Exhibit 1



PLAY DINE SHOP STAY

Town Commission Agenda Item Report

Meeting Date: June 8, 2021
Submitted By: Sue Leven, Planner
Submitting Department: Administration
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-33 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE UPDATED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Explanation: 2021 Comprehensive Emergency Management Plan Update.
In 2015, the Town Commission adopted the Comprehensive Emergency Management Plan ("CEMP"), which establishes the policies, strategies, operational goals, and objectives through which the Town will mobilize resources and conduct response and recovery activities after a large-scale disaster.

In 2018, staff drafted updates to the then CEMP to ensure that the plan:

- was consistent with established procedures put in place by Broward County, the State of Florida, and FEMA;
- included the most current information and updates to reflect experiences from recent events;
- identified the completion of additional reports and task assignments that need to be completed.

The former Town Manager chose not to bring these updates to the Commission for consideration. Instead, on July 21,2020, an update to the CEMP was approved, amending the line of succession during the absence or disability of the Town Manager, and removing any reference to the Assistant Town Manager since the position had been eliminated.

Staff has incorporated the 2018 updates into the current **(Exhibit 1)** for your review, consideration, and approval. The FY22 proposed budget includes funding to finalize the document.

Recommendation: Approve Resolution 2021-33 (Exhibit 2) updating the Town's Comprehensive Emergency Management Plan (CEMP)

Attachments:
Ex.1 – Updated CEMP
Ex.2 – Resolution 2021-33

Comprehensive Emergency Management Plan (CEMP)

DRAFT REVISION

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FOREWORD

This document represents the work of a number of people over many years, all in the interest of keeping the residents, visitors, businesspeople and employees of Lauderdale-By-The-Sea well protected and the Town well managed in the event of a natural or man-made disaster. While we may never

1 Plan Purpose

The purpose of the plan is to reduce the vulnerability of people and property from critical incidents and large scale disasters, ensure an effective response to the impacts of these incidents and disasters, and ensure long-term community recovery.

This Comprehensive Emergency Management Plan (CEMP) describes the policies, strategies, operational goals and objectives through which the Town of Lauderdale-By-The-Sea (Town) will mobilize resources and conduct response and recovery activities after a large scale disaster.

This plan details an all hazards emergency management framework which includes all aspects of prevention, mitigation, preparedness, response, and recovery. The plan establishes municipal policies and protocols under which emergency operations are to be conducted.

It also establishes the organizational system for comprehensive emergency management in compliance with the National Incident Management System (NIMS) as well as Federal, State, and County requirements. The Incident Command System (ICS) is part of NIMS. In ICS, roles and responsibilities for implementing emergency operations are assigned to individuals, agencies and contract organizations. This system is used so that anyone responding to a disaster who is familiar with this system (such as public safety personnel, trained volunteers or National Guard) should be able to seamlessly join the Town's action, such as response to or recovery from a disaster. Appendix 1 contains the ICS Organization Chart as well as description of the roles and responsibilities associated with each position.

This plan is designed to address all hazards yet shall remain flexible. Under NIMS, policies, operational procedures, and responsibilities may be modified to meet the circumstances surrounding any type of disaster or critical incident.

2 Authorities and references

This plan was developed to be in compliance with Florida Statutes 252.38 (Emergency management powers of political subdivisions), which encourages and authorizes municipalities to develop emergency plans which are consistent and coordinated with the emergency planning of the Broward County (County) government.

The Town has adopted and institutionalized the requirements set forth in NIMS (including ICS), Homeland Security Presidential Directive Number 5, and Homeland Security Directive Number 8. The Town meets all requirements set forth in Florida Statutes 252.38(2).

The CEMP establishes uniform policies and procedures consistent with NIMS for the effective coordination of resources to cope with a wide variety of natural, man-made, and technological emergencies. These emergencies may differ in size and severity and might affect the health, safety, or general welfare of the people of the Town. The plan is also in compliance with the Florida Comprehensive Emergency Management Plan (http://floridadisaster.org/cemp.htm), and the Broward County Comprehensive Emergency Management Plan (http://www.broward.org/Emergency/Documents/CEMP.pdf).

The CEMP references and incorporates standard operating procedures, job aides, and field guides which have been developed by the Town, Broward County and the State of Florida. Procedures

are included for the activation, operation and deactivation of the Emergency Operations Center (EOC), the physical location where information and resources are coordinated to provide support during a disaster. The Town Manager, or in his/her absence, the Police Chief may activate the plan in accordance with the activation procedures.

Plan Adoption and Modification Requirements

Pursuant to the Florida Administrative Code (F.A.C.) 27P-6.010, (8), this plan shall be adopted by resolution of the Town Commission before it becomes the Comprehensive Emergency Management Plan for the Town. Modifications to the plan made between formal approvals by the Town Commission that are not substantive shall be considered administrative updates to the previously approved plan and do not require approval of the Town Commission, but must be approved by the Town Manager.

Distribution of Complete Copies

The Town CEMP will be comprehensively reviewed a minimum of once every four years, whenever significant revisions are necessary, or as directed by the Town Manager. The plan will be distributed to the following individuals for input:

- Town Manager
- All Town Department Directors
- Building Official
- Police Captain, Broward County Sheriff's Office
- Fire Chief, Lauderdale-By-The-Sea Volunteer Fire Department
- AMR

When adopted, the Plan shall be available by request to the public and distributed to the persons listed above and to the Town Clerk.

In addition, the Town Manager will periodically review emergency management assignments through the ICS structure with the goal of developing each position to a depth of two levels for each vital position. Each individual assigned to the roster will be notified of any updates to the Plan. This shall include:

- Mayor and Town Commissioners
- Incident Commander
- Planning Section Chief
- Logistics Section Chief
- Operations Section Chief
- Finance/Administration Section Chief
- Public Information Officer
- Fire Chief
- Police Captain
- Emergency Management Coordinator

It shall be their responsibility to review the plan and be fully aware of their role and responsibilities in an emergency, and to disseminate it to and review it with appropriate members of their staff.

3 Situation and Assumptions

3.1 Demographics

The Town of Lauderdale-By-The-Sea was incorporated in 1947, and the previously unincorporated area north of Pine Avenue was annexed in 2001. It is located along the Atlantic Ocean in Eastern Broward County. According to the United States Census Bureau, the town has a total area of 1.57 square miles. 0.876 square miles of it is land and 0.694 (44.2%) square miles of it is water.

The Town has a year-round population of approximately 6,500 of which close to 40% is over 65 years of age. Of the approximately 7,400 housing units, approximately 54% are occupied year-round, with about 46% occupied seasonally.

The Town borders Fort Lauderdale to the south, Sea Ranch Lakes in the center, and Pompano Beach to the north. The Town is on a long narrow barrier island connected to the mainland by drawbridges that span the Intracoastal Waterway. The southern portion of the Town is centered on the junction of State Road A1A and Commercial Boulevard. The main industry is tourism; the Town has many hotels, motels, and residences used especially during the winter by visitors. At the ocean end of Commercial Boulevard is a long wooden fishing pier and two public plazas.

Assumptions

Disasters impacting the Town can endanger public safety, damage property, and disrupt community services. The level of impact will vary in location, type and magnitude throughout the Town. This variability necessitates a flexible approach to implementation of the Comprehensive Emergency Management Plan.

The concept of operations outlined in this plan assumes that a major or catastrophic emergency has occurred, or is likely to occur, creating a need for the immediate activation of this plan and mobilization of emergency response resources. Due to the Town's location on the barrier island, damage may be extensive and areas could experience casualties, severe property loss, disruption of normal life support systems, and loss of economic, physical and social infrastructure. The Town's location on a barrier island also means that Lauderdale-By-The-Sea is in a mandatory evacuation zone for a storm with winds over 74 MPH (a category 1 hurricane). All first responders and Town staff are required to evacuate in advance of a hurricane and cannot return until the storm is over and an all clear is given by first responders.

Local emergency response personnel will also likely be impacted by the disaster and experience casualties and damage to their individual homes and personal property. Town contractors' equipment and offices may also be damaged by the disaster and their employees also affected, which may impede their availability to deliver contracted services. All public, private, and non-profit organizations that support this plan have developed emergency operations procedures to implement and allocate resources. If the emergency is major or catastrophic in nature, it is assumed

that the County will request State assistance and, if necessary, the Governor will request activation of the National Response Plan and Federal resources, coordinated through the Florida Department of Emergency Management and the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA). Assistance will be deployed to the affected areas to provide aid to local governments.

In addition to State and perhaps Federal assistance, the Town may request mutual aid from other jurisdictions and municipalities throughout the State. Disaster conditions may require the Town to fulfill emergency response and disaster recovery operations independently and without outside assistance for up to 72 hours following impact of the critical incident or disaster.

Resources in a severe emergency may be inadequate to meet the basic needs of citizens within the Town. Prioritization of resources is based upon life-sustaining needs in accordance with the policies established in the CEMP.

As an example, in a pandemic situation protective actions for the public could potentially involve thousands of individuals, and it is assumed the public will attempt to comply with all protective action instructions. Following the impact of a disaster, significant modifications in normal Town department operations will be necessary to assist disaster survivors, restore community services, protect public safety, coordinate debris removal, and similar operations. This may require Town departments to work overtime, employ temporary staff, use alternate facilities, and/or deliver services directly to damaged areas.

Plan Implementation Assumptions

Personnel with assigned emergency response duties will report to duty as called for in this CEMP or as directed by the Town Manager. The Town EOC will remain functional for the duration of the emergency response until it is deactivated. The Town will maintain communications and control with key personnel and the County EOC.

Hazard Identification and Risk Assessment

The Town is vulnerable to a host of hazards which pose a risk to residents, visitors, and property. All hazards which may impact the Town have been considered and those with the highest risk are discussed below and include: hurricanes, tornadoes, flooding, hazardous materials incidents (at a specific location or in transit), civil disturbances and mass migration events, terrorism, and biological epidemics.

The Town has drawn upon analysis to identify the hazards threatening the jurisdiction and estimate the risk these hazards pose to the Town. The Town has also estimated the vulnerability of important facilities and systems to the identified hazards. In summary, the potential disaster sources including natural and man-made hazards that threaten the Town and are a basis for the CEMP are listed below in descending order of risk (highest risk to lowest risk).

Hurricanes and Tropical Storms

Florida is one of the most vulnerable areas in the nation to the impact of hurricanes and tropical storms. Hurricane season runs from June 1 through November 30. Primary effects from a

hurricane include: loss of life or severe injuries, storm surge, high winds, heavy rainfall, tornadoes, damage to buildings and infrastructure and inland flooding. Additional effects may include the loss of electrical power, fires, fallen trees, flying debris, roof failure, downed power lines and traffic lights, blocked roadways, uninhabitable residences, damaged commercial buildings and government facilities, beach erosion, and disruption of municipal services.

The Town is subject to hurricane storm surge due to its location which greatly increases the potential vulnerability of people, property, and the environment. High winds and flooding pose the greatest hurricane related threat to the Town. These impacts can be widespread affecting people and property in areas far beyond the municipal boundaries. Environmental damage may be significant due to destruction of vegetation, contamination of water systems and vulnerable environments such as saltwater wetlands and turtle nesting areas.

The National Weather Service calculates the probability of hurricane force winds impacting any given year for selected coastal regions but do not appear to evaluate specific cities. Given the evaluation for other coastal cities in South Florida, we estimate the probability of the Town experiencing hurricane force winds to be between 14 and 17 percent in any given year.

Hurricane intensity is measured by the Saffir-Simpson Scale below.

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
1	74-95 mph 64-82 kt 119-153 km/h	**Very dangerous winds will produce some damage:** Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph 83-95 kt 154-177 km/h	**Extremely dangerous winds will cause extensive damage:** Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3 (major)	111-129 mph 96-112 kt 178-208 km/h	**Devastating damage will occur:** Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (major)	130-156 mph 113-136 kt 209-251 km/h	**Catastrophic damage will occur:** Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
5 (major)	157 mph or higher 137 kt or higher 252 km/h or higher	**Catastrophic damage will occur:** A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

(National Hurricane Center)

Tornadoes

From 1971-2016 there were 108 reported tornadoes in Broward County, Florida. There were five tornadoes in 2016, the most since 2000 (also 5). These tornadoes are not associated with hurricanes.

The most common, but historically least destructive tornadoes in South Florida are warm season tornadoes. These tornadoes occur from May through August during afternoon thunderstorms with peak activity in June. Tornadoes also occur during hurricane events.

The most destructive tornadoes generally occur between December and April, due to cold fronts from the north colliding with warm tropical air in the south. Nine of the ten most destructive tornadoes in Florida have been cool season tornadoes, occurring during this timeframe.

Broward County as a whole is likely to experience approximately two tornado touchdowns per year. All areas of the county are equally exposed to this threat, including the Town and are subject to both vulnerability and maximum threat; however, less than one percent of the population and property values may be impacted by any single tornado event. Within the localized area of tornado touchdowns, people, property, facilities and infrastructure damage can be minimal to severe. Environmental damage may also be significant due to destruction of vegetation and environmentally sensitive areas on the beach, such as damage to sea oats and sand dunes. Tornado intensity is measured on the Fujita scale reproduced described on the following page.

FUJITA TORNADO INTENSITY SCALE

F-Scale Number	Intensity Phrase	Wind Speed	Type of Damage Done
F0	Gale tornado	40-72 mph	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages sign boards.
F1	Moderate tornado	73-112 mph	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.

FUJITA TORNADO INTENSITY SCALE			
F-Scale Number	**Intensity Phrase**	**Wind Speed**	**Type of Damage Done**
F2	Significant tornado	113-157 mph	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	Severe tornado	158-206 mph	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forested areas uprooted.
F4	Devastating tornado	207-260 mph	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.
F5	Incredible tornado	261-318 mph	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel reinforced concrete structures badly damaged.
F6	Inconceivable tornado	319-379 mph	These winds are very unlikely. The small area of damage they might produce would probably not be recognizable along with the mess produced by F4 and F5 wind that would surround the F6 winds. Missiles, such as cars and refrigerators would do serious secondary damage that could not be directly identified as F6 damage. If this level is ever achieved, evidence for it might only be found in some manner of ground swirl pattern, for it may never be identifiable through engineering studies.

Terrorism

State Road A1A runs the entire length of the Town. State Road 870 (SR 870), locally known as Commercial Boulevard, traverses the Town. Both are busy transportation routes carrying passenger vehicles and truck traffic.

There are the normal number of soft-targets in the Town, including shopping plazas, places of worship, and other venues; however, nothing that would be a particularly unique draw beyond the norm for any other town the size of Lauderdale-By-The-Sea.

The potential for agricultural terrorism is nonexistent as there is no agricultural activity within the Town. There are also no water or sewer treatment plants located within the Town's boundaries.

Cyber-terrorism is a threat to any municipality, but we are unlikely to have businesses located in Town that would be targets of a major cyber-attack.

Therefore, the terrorism threat to the Town of Lauderdale-By-The-Sea is likely no different than any other small South Florida municipality.

Pandemics

Starting in 2020, the world experienced the first global pandemic in many years with the novel corona virus, or COVID-19. In the United States, there have been close to 30 million cases reported, as well as over half a million deaths. While vaccination for flu season was common, and many locales used the opportunity to run mass inoculation drills, the concept of a contagious disease with limited treatment options and no vaccine was not seen as meriting a plan of action on the local level. This has now changed. The Town needed to put policies and procedure in place to be able to act quickly in the best interest of staff and the public and to safely continue providing services while limiting personal contact and potential infection. The Town now needs to develop a plan of action for future pandemics that can be put into place swiftly and be carried out by staff and others working with the Town.

Nuclear Power Plants

The Town of Lauderdale-By-The-Sea is well outside the 50-mile Ingestion Pathway Zone (IPZ) of the St. Lucie Nuclear Power Plant (St Lucie County) and the Turkey Point Nuclear Power Plant (Miami-Dade County). The IPZ represents an area in which the long-term deposition of radioactive material from an incident at the nuclear plant could occur with low-level radioactive contamination of soil, water and vegetation with the risk of ingestion/inhalation of radioactive material by humans.

Hazardous Materials

Hazardous materials incidents can occur anywhere where there is a road, rail line, port, airport or fixed facility using, storing or manufacturing hazardous materials. A limited number of trucks on Town highways may be carrying hazardous material. Given the extensive network of canals and the Intracoastal Waterway, the Town would be more likely to be adversely impacted in the case of a fuel or oil spill from a boat than by hazardous material spills on the streets of the Town.

Broward County, the State of Florida Division of Emergency Management and Florida Department of Health, Bureau of Radiation Control have plans in place to ensure a rapid and effective response, to provide protective action, recommendations to protect the health and safety of the public should a release occur. Further, the Broward Sheriff's Office and City of Fort Lauderdale Fire-Rescue HazMat Teams are trained in the identification and handling of radioactive source material. Pompano Beach trains their Fire Safety staff on Hazardous Materials, they do not have a designated HazMat unit.

Flooding

The Town of Lauderdale-By-The-Sea is located on a barrier island that is 7 feet above sea level at its highest point and is subject to inland flooding. The Town completed a Stormwater Master Plan

in 2020. Since that time, all major drainage issues, like the one identified in the Terra Mar neighborhood, have been addressed. The improvements included the installation of a main storm sewer trunk line on E Terra Mar Drive to help mitigate the flooding that regularly occurs on the island. There are no repetitive loss properties identified by the National Flood Insurance Program in the Town of Lauderdale-By-The-Sea.

The center of the Intercostal Water Way (ICW) forms the western boundary of most of the town, and multiple neighborhoods have canals that connect to the Intracoastal Waterway and are potentially subject to tidal/storm surge. The South Florida Water Management District has installed structures to mitigate the effects of tidal and storm surge in the canals. It shall be standards operating procedure for Town Personnel to inspect all drainage Town wide before, during and after an impending rain event.

The Town lies within Broward County. The FEMA Flood Zone Maps show that the Town has A, AE, AH, AO, VE and X flood zones. According to FEMA:

> Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X.

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4 Emergency Preparedness

Summary of Municipal Capabilities

The purpose of this section is to detail the emergency response and disaster recovery capabilities of the Town. While the Town has limited internal resources and personnel, its staff have developed the basic capabilities, programs and resources to provide both daily and disaster response and recovery activities in compliance with the National Incident Management System (NIMS) and the Broward County CEMP. If Broward County activates its emergency operations center (EOC), a designated staff member from Lauderdale-By-The-Sea will be present at the EOC for the duration of the activation.

The Town has limited internal capabilities to respond to and recover from a major disaster. The Town has a small staff and relies upon outside contractors for many municipal services. The Town contracts with the Broward Sheriff's Office (BSO) for law enforcement, with Lauderdale-By-The-Sea Volunteer Fire Department (LBTS VFD) for fire-rescue, American Medical Response (AMR) for EMS services; as well as with other contractors for waste management, traffic engineering, code enforcement, and building services. The Town also contracts with outside contractors including Crowder Gulf and Witt O'Brien's for post-disaster services such as debris removal. The Town must coordinate closely with all contract service providers to ensure that the emergency preparedness, response, and recovery capabilities can be effectively implemented during times of disaster.

The Town has established a comprehensive emergency management system to manage the response and recovery from all hazards and will operate at the EOC located in Town Hall at 4501 N. Ocean Drive, Lauderdale-By-The-Sea, Florida 33308 or other site designated by the Town Manager. An alternate EOC can be activated at the Town's Public Safety Building at 4513 N. Ocean Drive, Lauderdale-By-The-Sea, Florida 33308. During an evacuation, the Emergency Operations Center is moved to a facility out of Town but still nearby. During Hurricane Irma, the Town used space provided by Holy Cross Hospital on N Federal Highway, southwest of Lauderdale-By-The-Sea.

The Town also owns a warehouse building located at 5241 NE 14th Avenue in Fort Lauderdale, approximately 3 miles northwest of the Town's offices. This building is used mainly for storage and has a separate space that is currently rented by a tenant. This building is not currently used as an EOC and is also located less than 100 feet from a canal. The Town is researching necessary retrofits to be able to use this building to relocate non-essential staff if the Town offices are unavailable during and following a storm event. Essential staff would be located in town, in portable/temporary offices if necessary.

Reliance on External Organizations for Emergency Services

As stated above, the Town relies upon the BSO to provide law enforcement services, LBTS VFD for fire-rescue and with AMR for EMS services to the community. These emergency-related services are provided on a contractual basis. The Broward County first responder community operates in accordance with NIMS.

Because the Town does not directly manage or control the public safety contractors, resources may be limited after an emergency. Depending on the severity and magnitude of the disaster, resources from public safety contractors may augment the daily manpower, and resources from adjacent municipalities may be activated through the Statewide Mutual Aid Agreement. Additional community service/volunteer organizations and private vendors who contract with the Town may also be called upon to provide disaster-related services.

The Town has one public safety building which houses the three entities that provide protective and emergency services to the Town: The Lauderdale-By-The-Sea unit of the Broward Sheriff's Office (BSO), the Lauderdale-By-The-Sea Volunteer Fire Department (LBTS VFD) and American Medical Response (AMR), the Town's contractor for emergency medical services.

In addition to contracted services, the Town also relies on mutual aid from and provides mutual aid to neighboring municipalities including Sea Ranch Lakes, Fort Lauderdale and Pompano Beach.

Emergency Preparedness Program

This plan defines the Town's emergency preparedness program which includes hazard mitigation, emergency preparedness, emergency response and disaster recovery. Roles and responsibilities for each component of the preparedness program need to be assigned to individuals within the Town or contract staff supporting municipal operations. All preparedness actions are guided by the Emergency Preparedness Committee (EPC).

The Town of will conduct emergency planning activities on an ongoing basis including an annual review of hurricane preparedness procedures to ensure that the CEMP and all supporting procedures are maintained, and employees and contractors are trained.

NIMS requires that the emergency response capabilities be evaluated on an ongoing basis, as well as after each exercise and/or actual emergency.

Municipal Emergency Preparedness

In compliance with NIMS, the Town has designated an Emergency Management Coordinator (EMC) who is responsible for the planning, training, exercise, and maintenance of the improvement program needed to ensure the Town is ready to respond to emergencies. The Town's representative at the Broward County EOC will function as the EMC for the Town. That person will attend and participate in the Broward County Emergency Coordination Council (ECC) and serve as the point of contact for the ECC.

The preparedness program aims to ensure that all agencies and organizations with an assigned responsibility in the CEMP are capable of performing this responsibility. The Town EMC is responsible for the oversight of all preparedness activities including the development of policies, plans, procedures, training, and exercises. The EMC is responsible for guiding the emergency preparedness program which includes the following components: emergency facilities, planning, procedure development, training, and exercises. The Town has identified an Incident Management Team that is responsible for coordinating disaster response and recovery activities.

The Incident Management Team of the Town of Lauderdale-By-The-Sea includes the following personnel:

- Town Manager
- BSO LBTS unit Police Captain
- AMR LBTS unit EMS Chief
- LBTS Volunteer Fire Department Fire Chief, Fire Marshall, and Fire Administrator
- Municipal Services Director
- Town Engineer
- Building Official
- Development Services Director
- Public Information Officer
- Emergency Manager Coordinator (EMC)
- Town representative to Broward County Emergency Management.

These individuals review emergency operations procedures (EOPs) and assure that all available resources, personnel and partner agencies are considered in the implementation of the Town's preparedness program to all hazards.

The Incident Management Team is responsible for the following:

- Establish emergency operations plans and protocols including public communications and awareness.

- Establish the standards, guidelines and protocols necessary to promote interoperability among the jurisdictions, agencies and organizations, as well as with adjacent jurisdictions and the county.

- Adopt standards, guidelines and protocols for providing resources to requesting organizations, including protocols of the emergency organization in supporting incident operations conducted by the municipality.

- Set priorities for resources and other requirements for supporting field operations.

- Ensure participation in Broward County's multi-agency coordination mechanisms, including the County Emergency Operations Center, mutual-aid agreements, incident information system, non-governmental organization and private sector outreach, public awareness and information system and mechanisms to deal with information and operations security.

Coordination of Preparedness Activities

The preparedness program aims to ensure that all agencies and organizations with an assigned responsibility in the plan are capable of performing their responsibilities under this plan.

The Town is committed to achieving an integrated, unified approach to preparedness through participation in meetings, programs, training, and exercises sponsored by the Broward County Intergovernmental Emergency Coordinating Council and other related groups including

businesses and the federal government. The Town will maintain routine communication with adjacent municipalities regarding emergency preparedness activities and participate in joint training and exercises at the County level with adjacent jurisdictions. The Town will also actively participate in countywide and regional emergency preparedness organizations including the Broward Local Mitigation Strategy Committee and the Southeast Florida Regional Domestic Security Task Force, and senior staff which ensures effective coordination for all hazards and uniformity of response protocols.

Training

The Town ensures that all individuals with assigned roles and responsibilities in the plan have received necessary and required training in at least the following two major categories: NIMS and ICS implementation, with documentation of personnel training records, implementation of the emergency plan and its SOP's. The NIMS requirements are continuing to detail training requirements for each position and the Town will continue to monitor the development of these new Federal requirements. FEMA now mandates IS-700 NIMS, an Introduction, and ICS-100, Introduction to the Incident Command System courses as a baseline for each key emergency management position. Each individual assigned to one of these positions will be required to complete the FEMA-required training courses. The Town Manager is responsible for ensuring that all employees receive training in compliance with NIMS. Advanced training will also be required to ensure that each individual assigned to a key role in the Town's Emergency Operations Center is able to perform their responsibilities.

The Emergency Management Coordinator will work in concert with Broward County Emergency Management on available training opportunities. As emails noting successful completion of NIMS courses are sent from the Emergency Management Institute in Emmitsburg, Maryland, the Emergency Management Coordinator collects those emails. The original certificates are held in the Town Clerk's office. As training is completed, it is noted on an electronic spreadsheet maintained by the Town Clerk.

Storage and Management of Training Records

The Town Clerk will store, archive and act as the records custodian for the training records, classifications, certifications and all other information relevant to emergency management/disaster related training for its staff and contractors.

Commitment to Participate in County and Statewide Exercises

The Town will participate in exercises that are countywide, regional or statewide as resources are available. Upon invitation, the Town may also participate in exercises sponsored by other jurisdictions.

Responsibility for Evaluations and Plan Revisions

The Town Manager or his/her designee is responsible for managing the Town's after-action evaluation program. The Town Manager may direct the Emergency Management Coordinator to be responsible for scheduling evaluations; facilitating the involvement of all appropriate organizations, preparing the required written reports, and ensuring that identified corrective actions are incorporated into the Town's preparedness improvement plan. The Emergency Management

Coordinator may also be the point of contact for Broward County for participation in countywide after-action evaluations.

The findings of this evaluation are used to prepare and implement an improvement plan that assigns responsibility for correcting problems or addressing shortcomings in the Town's response capabilities.

NIMS requires that response personnel and equipment be classified as to their emergency response capabilities, as well as certified or licensed appropriately when necessary. The Town Manager will ensure that all response personnel maintain appropriate credentials to perform their assigned duty and resources are classified accordingly.

Municipal Cooperation with County, State and Federal "After-Action" Reports

The Town will participate in after-action discussions for reports prepared by County, State or Federal agencies, when requested.

Analysis of needs and capabilities

The Town will comply with all applicable Federal and State standards and requirements regarding municipal level capabilities for response and recovery operations. The Town has assessed its capabilities using the National Incident Management System Compliance Assessment Tool (NIMSCAST) and continues to expand its capabilities to become fully NIMS compliant.

Pre-emergency public information and education

The Town of Lauderdale-By-The-Sea maintains an emergency preparedness public information program. The Town's Public Information Officer (PIO) is responsible for updating the Town's website to ensure that emergency preparedness information is available for the public.

Public information about emergencies is currently disseminated to residents via a variety of means including the Town website, Code Red Emergency Notification System, direct mailings as required or necessary, and the Town government-access cable television channel. The Town also maintains a dedicated phone line to provide information to the public on pre- and post-disaster status. The Town website at http://www.lbts-fl.gov/ provides ongoing preparedness and disaster and flood-related information.

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5 Organization and Staffing

Coordination of Municipal emergency response operations

The Town's coordination of activities at an incident site is the responsibility of the Incident Commander with control of these activities taking place at the Town's Emergency Operations Center. The Field Operations Incident Commander is responsible for overseeing these activities, will be designated by the Town Manager and will most likely be the Police Captain, the Fire Chief or the Public Works Director, depending on the nature of the incident. The Incident Commander will directly notify the Town Manager of any incident which may potentially meet activation conditions. Upon activation, the Incident Management Team will coordinate actions to provide additional resources to incident scenes, to allocate resources among multiple scenes, and to coordinate municipal operations with other jurisdictions, higher levels of government, and contractors providing disaster support resources. All emergency operations are coordinated in accordance with the principles of NIMS.

During a disaster, there will be emergency operations implemented by Broward County, the State and/or Federal agencies that provide services on a countywide or multi-jurisdictional basis. Such operations include evacuation traffic management, evacuee sheltering, staging area operations, operation of points of distribution, damage assessment, public information, etc. The Town will coordinate closely with the County Emergency Operations Center through deployment of a Town liaison at the County Emergency Operations Center and will support countywide functions for the benefit of the citizens of the Town.

Coordination with private sector emergency operations

In accordance with NIMS, the State CEMP, and Broward County Emergency Management Plan, the Town coordinates primarily through the Broward County Emergency Operations Center to determine the status of public and private utilities as well as other vital private sector service organizations including Emergency Support Functions (ESF) 1 Transportation, ESF 2 Communications, ESF 3 Public Works, ESF 8 Health and Medical Care, and ESF 12 Utilities. The Town's liaison at the Broward County Emergency Operations Center will monitor and coordinate emergency response and recovery activities affecting the Town.

Normal organization and staffing

The Town, by its Charter, has a Commission-Manager form of government. The Town Manager is the Chief Executive and Administrative Officer responsible for the execution and administration of the affairs of the Town. The Town employs approximately thirty-five (35) full time employees.

The Town contracts with public and private service providers, with the following being the primary service providers:

- Building Code Services – C.A.P. Government, Inc.
- Emergency Medical Services - American Medical Response (AMR)
- Fire Protection Services – Lauderdale-By-the Sea Volunteer Fire Rescue (VFD)
- Law Enforcement – Broward Sheriff's Office (BSO)

- Legal – Weiss, Serota, Helfman, Cole, Bierman, P.A.
- Code Enforcement – Calvin, Giordano & Associates, Inc.
- Building Services – CAP Government
- Town Engineer – Jay Flynn, Flynn Engineering
- Solid Waste & Recycling – Waste Pro
- Water Production and Sewage Treatment – City of Fort Lauderdale and City of Pompano Beach
- Debris Removal - Crowder Gulf
- Monitoring Firm - Witt O'Brien's
- Community Center operations – Armilio Bien-Aime
- Parking – Republic Parking Services, Inc.
- Beach Cleaning – Beach Raker

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6 Concepts of Operations

Event recognition and plan activation

The State of Florida and the Broward County Warning Point are the central locations for the collection and dissemination of warnings and threats which are monitored at various higher levels of government.

For any event in which advance warning is available, there is an opportunity to prepare the response system and the community members to take protective actions in advance of the disaster.

The Broward County Emergency Management Center is designated as the official Warning Point for the Town of Lauderdale-By-The-Sea. Notifications of watches, warnings, or the occurrence of significant events will be received at the Warning Point through the Broward County Emergency Operations Center. Bulletins and advisories from the National Weather Service are received via the Emergency Satellite Communications (ESATCOM), Weather Service Satellite System, the E911 System, radio, telephone, and municipal Public Safety Answering Points (PSAPs). Town staff will monitor all early warning systems and activate Code Red, warning residents of an impending threat of all hazards including floods. Town staff will also provide early warning and evacuation notices via the Town-owned air siren/audio speaker located on the north side of the fire house. The Town Manager shall also authorize Town personnel to go door to door to notify residents of the impending threat.

The following significant incidents warrant activation of the alert and warning system and notification to the Town Manager:

a. Any incident which may require a substantial evacuation and/or relocation of a given area
b. Any event posing a potential threat for a mass casualty incident
c. Any weather-related watch or warning advisory which threatens life and/or property
d. Formation of tropical weather systems that threaten SE Florida
e. Any incident which closes or significantly blocks major roadways impacting the Town and/or neighboring communities
f. Any large or multiple structure fires
g. Any prolonged shutdown of public utilities
h. Any event posing a major environmental threat to Lauderdale-by-The-Sea
i. Any potential or actual act of terrorism affecting or potentially affecting Lauderdale-By-The-Sea

Hazards Affecting the Town of Lauderdale-By-The-Sea
(Obtained from Broward County CEMP and LMS)

Natural	Technological	Human/Societal
• Drought/Water Shortage • Epidemic, Human • Flooding • Heat • Hurricane/Tropical Storm • Land shift, Subsidence (Sink Holes) • Thunderstorm–Hail • Thunderstorm–Wind • Tornado/Waterspout	• Fire • Hazardous Materials–Highway • Hazardous Materials–Pipeline • Nuclear Power Plant Incident • Large Airplane Crash	• Civil Disturbance • Mass Immigration • Pandemic • Terrorism, WMD: Biological, Chemical, Nuclear • Terrorism: Bomb Blast, Economic, Incendiary, Sabotage, Prolonged/Multiple Hostage • Workplace Violence

Public warning and emergency instruction

In the event of an immediate life-threatening situation, the on-site Incident Commander has the authority to direct protective actions including evacuation or shelter-in-place. The on-site Incident Commander may request activation of the Code Red emergency telephone notification system. The on-site Incident Commander will notify the Town Manager of the incident and protective actions taken. The Town Manager may direct the Public Information Officer to warn the public that they are endangered and what action is to be taken.

In the event of advance warning of a potential threat, the Town Manager, in consultation with key staff, will determine the need for protective actions within the Town and coordinate implementation with the Operations Section Chief and Public Information Officer (PIO). In the event that multi-jurisdictional action is required, the Town will coordinate protective action decisions with the impacted jurisdictions and the Broward County EOC.

Initial field response actions

The ICS will be used to manage and coordinate field response operations. The incident may be controlled by local emergency responders or with other agencies through the mutual aid system. If the resources available at the field response level are not sufficient to mitigate the situation, the Incident Commander may request, through appropriate channels, that the Emergency Operations Center be activated to support the field operations. The Public Information Officer will develop a press release and forward it to the Broward County Emergency Operations Center for the Broward County Joint Information Center (JIC) for distribution.

Response to an incident by single discipline agencies (i.e. fire, law enforcement, EMS) will utilize a single Incident Commander within the ICS structure. As the incident progresses to include

multiple jurisdictions and disciplines, a Unified Command (UC) will be used to the extent possible, and as deemed necessary.

During a single discipline response to an incident, the first on-scene emergency responder with management responsibilities will take the necessary steps to establish an Incident Command Post (ICP), report a scene size-up, activate the appropriate ICS organizational elements required for incident management, delegate authority within the ICS organizational structure, and develop incident objectives on which subsequent incident action planning will be based.

Once the incident includes multiple disciplines and/or agencies, Unified Command will be activated to ensure all agencies with jurisdictional authority or functional responsibility for any or all aspects of an incident and those able to provide specific resource support, contribute to and participate in the overall incident strategies, objectives, tactical activities and operations, approval, commitment, and use of assigned resources. Unified Command is used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan (IAP).

The Incident Commander or designee shall:

Before an incident (or during an incident for sudden onset incidents)

- Verify that the notification of all responding organizations was successfully implemented.
- Ensure full operational capability of the Town's Emergency Operations Center equipment, communication systems, information tracking systems and supplies.
- Verify rosters, equipment and vendor inventory procedures are up to date.
- Establish communication with Broward County Emergency Operations Center, field command posts, emergency organizations, and other activated emergency facilities.
- Deploy liaison to the Broward County Emergency Operations Center and other vital response sites such as staging areas, if appropriate.
- Place additional public and private sector resources and personnel on stand-by.
- Provide staff with folder of forms required to track time and resources during an incident.

During an incident

- Obtain incident status information, potential impact on persons and property, deployed resources and personnel, damaged infrastructure, and other important information.
- Coordinate information with responding units and the Broward County Emergency Operations Center.
- Determine the need and implement procedures to declare a State of Emergency and notify the Broward County Emergency Operations Center.
- Verify all resources are on stand-by to conduct a "rapid impact assessment" to define the impact of the event, prioritize operations and coordinate the information with the County Emergency Operations Center.
- Prepare and distribute an incident action plan (IAP) to prioritize and control the Town's response operations for the initial operational period. Managing response operations through an IAP is a NIMS requirement.

Activation of the municipal emergency operations center

Numerous conditions may warrant activation of the Emergency Operations Center (EOC) prior to an event, during an event or once an incident has already occurred. The EOC may be activated by the Town Manager or in his/her absence the Acting Town Manager or the BSO Police Captain in charge of the BSO LBTS unit. When an emergency or disaster event threatens the Town and/or the Broward County Emergency Operations Center has been activated, the Town Manager will consider the need to activate the Town EOC and the Town's CEMP. When the Town Manager (or Acting Town Manager or Police Captain) partially or fully activates its EOC, he or she shall notify the Incident Management Team to respond to the disaster needs of the community.

Depending on the magnitude and complexity of the event, for any level of activation, the Town Manager may, or may direct the Incident Commander to direct personnel to activate and deploy one or more individuals to the Town's EOC to initiate operations. When determining which elements of the plan to activate, the Town Manager will consider potential resource needs, community impact, and public safety.

Various natural disasters and terrorism threats may allow for advance warning either through monitoring systems or through verbal notification. The Town Manager, in coordination with the public safety organizations, will evaluate the advance threat conditions and determine if Emergency Operations Center activation is warranted.

If multiple scenes are developing throughout the jurisdiction, which cannot be adequately coordinated from a single field command post, the Town Manager may fully or partially activate the Incident Management Team and EOC.

Levels of disasters

According to Florida Statutes 252.34, disasters are classified as follows:

Type of Disaster	Description
Minor	A disaster that is likely to be within the response capabilities of local government and results in only minimal need for State or Federal assistance.
Major	A disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance. The Federal Emergency Management Agency will be notified, and potential Federal assistance will be predominantly recovery oriented.
Catastrophic	A disaster that will require massive State and Federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery needs.

Levels of Municipal EOC Activation

Levels	Description
1	Full activation with all positions staffed and functional
2	Partial activation of specific positions within the Town Emergency Operations Center depending on disaster conditions and at the discretion of the Incident Commander
3	Monitoring of the situation and stand-by for higher activations if indicated

The Town EOC may be activated directly at level 2 or level 1. When determining activation levels, the Incident Commander will consider the level of activation of Emergency Operations Centers of adjacent jurisdictions and the Broward County EOC.

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7 EOC Operations

Event Recognition and Plan Activation

Following notification by the Town Manager that the EOC is to be activated, the on-scene Incident Commander, will mobilize the Town EOC and initiate operations. In all cases, following activation of the Town EOC and mobilization of personnel, the Broward County Warning Point will be informed of the activation by the on-scene Incident Commander.

Upon a decision to implement the CEMP and activate the Town EOC, it will be the responsibility of the Fire Chief, AMR Chief, the BSO Police Captain, and the Town Manager to notify, as indicated by the level of activation, key support staff and contractors who have responsibilities related to emergencies. They are responsible for notification of all necessary personnel in their agency or organization to ensure 24-hour staffing of the EOC.

Functions of the Municipal EOC

The functions of the Town EOC are to:

- Coordinate and prioritize resource support operations for municipal field units at incident scenes and disaster survivors within the Town.
- Coordinate municipal emergency operations with those conducted by adjacent municipalities, Broward County, the State of Florida, and the Federal government.
- Coordinate the receipt, processing and delivery of public information and emergency instructions relevant to the Town.
- Coordinate the activation, operation, and deactivation of any other emergency facilities established by the municipality. The EOC will also coordinate municipal operations related to emergency facilities activated within the jurisdiction by Broward County, the State of Florida, or the Federal government.
- Monitor and assess an emergency or disaster to anticipate needed response and recovery operations.
- Secure resource support for Town operations at the incident scene from other Town agencies, Broward County, the State of Florida, Federal agencies, and/or adjacent jurisdictions.
- Make policy decisions regarding Town-wide emergency response and disaster recovery operations.
- Plan and prioritize Town-wide response and recovery operations.
- Prepare and issue public information and emergency instruction.
- Maintain communication and coordination with the Broward County EOC, if activated, as well as the Emergency Operations Centers of other municipalities, if activated, and direct Town agency operations accordingly.
- Ensure that appropriate documentation regarding response and recovery operations is maintained by all Town departments.
- Assign a liaison, whenever needed or upon request, to emergency response or disaster recovery facilities activated by Broward County, the State of Florida or Federal agencies for operations affecting the Town.

- Direct or support any other such operations by or within the Town for emergency response or disaster recovery.

The Town will develop and maintain a detailed implementation procedure to guide its operations, and this procedure will define the necessary actions to staff, equip, and operate the EOC, as described below.

Response Action

- Develop and approve the IAP on the schedule established at the beginning of the emergency response or alter as necessary.
- Implement preplanned response actions, such as emergency debris removal from roadways, providing public information, and establishing security for damaged or evacuated neighborhoods.
- Conduct resource management activities in accord with the Financial and Resource Management section to the plan.
- Document ongoing operations, personnel time, and expenditures in accordance with the procedures given in the Financial and Resource Management Section of the plan.
- Provide for municipal representation to the joint preliminary damage assessment process which is conducted cooperatively by local, State and Federal damage assessment teams following a major disaster. If a local disaster, implement the Town's procedures for and responsibility to complete damage assessment.
- Receive and process requests for assistance or support from field command staff or other organizational units with the Town's EOC.
- Maintain a continuing process of information exchange regarding the event, its impacts, and the status of response organizations.
- Maintain continuing flow of accurate, consistent and timely public information.
- Coordinate activities with adjacent jurisdictions, the Town EOC and the Broward County EOC, if activated, including filing of a situation report with the Broward County EOC as requested.
- Identify the point in time when emergency operations will be considered complete, and the demobilization and deactivation process can be initiated.
- Cooperate with the implementation of multi-jurisdiction protective orders including curfews, public health actions, and immunizations.

Emergency Supplies

The Broward County EOC is responsible for coordinating the response to unmet needs. The process to meet the identified needs is first to provide the basics of food, shelter, and clothing. The other needs are evaluated as to fairness, ability to provide service to all who need it, cost, alternative means to meet the need, and so forth. Life-safety issues always take precedence.

Broward County ESF 6 and ESF 15 are responsible for the delivery and provision of supplies and services (food, water, shelter, and clothing) to residents. The Town EOC will support these efforts by identifying volunteers and donations from area businesses to meet the needs of the residents.

The American Red Cross conducts door-to-door assessments of the areas affected by the event to identify residents' unmet needs. Other unmet needs reported to the Town EOC or to local law enforcement should be tracked and forwarded to ESF 6 and the American Red Cross.

Emergency Facilities

7.51 Points of Distribution

The Town may operate a Point of Distribution (POD) at a location determined by the Town Manager/Incident Commander. The POD will provide life-sustaining emergency relief supplies including but not limited to food, water, ice, and tarps to the residents of Lauderdale-By-The-Sea who are impacted by a major disaster and widespread utility outages. The POD and all emergency response operations will be managed in compliance with Broward County standards and NIMS.

7.52 Evacuation Shelters

The Town of Lauderdale-By-The-Sea is located within a hurricane evacuation zone and has many residential structures which would be vulnerable to high winds. The number of residents, therefore, seeking public shelter during a hurricane event is likely to be high. Shelters will be designated by Broward County once evacuation orders of the barrier islands have been issued.

7.53 Staging Area

In the event that a large amount of response resources requires temporary staging, the Town Manager will consult with the Municipal Services Director to choose an available area. Command and control over the Staging Area will be the responsibility of the assigned Staging Area Manager. Traffic responsibilities within the Staging Area shall be under the direction of the Police Captain or his designee.

Public information during and after emergencies

The Town and/or Broward County will provide public information and education to enhance the level of preparedness of the residents of the Town. The goal of the public education campaign is to ensure that residents and their families can be self-reliant with necessary supplies and provisions for at least 3 days or more. The Town participates in and supports Broward County's public information and education programs.

The Joint Information System (JIS) provides the mechanism for integrating public information activities among Joint Information Centers (JIC), across jurisdictions, and with private-sector and non-governmental organizations. The County has implemented and institutionalized processes, procedures, and plans for its JIS when the EOC is activated; the Public Information Officer will coordinate with the County Incident Command. When the County JIC is in operation, it serves as the central point of public information collection and dissemination. The JIC functions as part of the Command in the EOC and will coordinate the release of non-operational information.

Depending on the incident, representatives from each jurisdiction, agency, private sector organization, and non-governmental organization involved in incident management activities will be invited to participate in the County JIC. Communication within the JIC will be accomplished

via the Emergency Alert System, radio, cable override, television, fax, Internet, telephone, or any other means available. When the JIC is activated, the Public Information Officer will notify media outlets that media inquiries may be directed to the County JIC, and that the County JIC will be releasing media updates on a routine basis and when noteworthy events take place. Members of the media are not allowed access to the County EOC or Town EOC.

7.7 Deactivation of EOC

It is the responsibility of the Incident Commander to manage downscaling and/or deactivating the EOC. The decision to downscale or deactivate will be coordinated with the general staff and the Command staff.

- Personnel will be notified of a reduced activation level or deactivation at the earliest convenient time, but preferably this decision will be incorporated during the Incident Action Planning process for the next operational period.
- The Operations Section Chief is responsible for notifying all EOC personnel of the change in staffing requirements and operational hours.
- The Operations Section Chief will also notify the field Incident Commanders, Broward County EOC, and neighboring jurisdictions.
- The Finance Section Chief will ensure that all documentation regarding operations, personnel time, and emergency expenditures is complete and obtained from all response personnel.
- The Logistics Section Chief will ensure that all equipment and supplies are demobilized and tracked until they reach their final destination.
- The Planning Section Chief will ensure that all documentation has been stored, that all tracking documents and databases are properly duplicated and stored, and that an after-action critique is scheduled, conducted, and an after-action report is prepared.
- The Incident Commander should evaluate the need for incident stress debriefing for all personnel and coordinate with the Broward County EOC for Critical Incident Stress Debriefing counseling services.

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8 Recovery

Operations Overview

The Town is dedicated to returning the community to pre-disaster conditions or better. The Town will coordinate and cooperate with County, State and Federal agencies to obtain the necessary support to implement mitigation measures to protect and preserve lives and property of the Town. This recovery phase occurs simultaneously with the response phase but can also extend beyond it.

As first responders are engaged in life-safety missions, the recovery staff will be planning for short-term and long-term recovery activities. Once the life-threatening response activities have been completed and the threat to the Town has diminished, recovery activities become the primary focus of emergency management.

The Town Incident Management Team will coordinate recovery and disaster assistance efforts within the Town and is responsible for gathering the assessed needs of the community and coordinating with other agencies and organizations to meet those needs. The Town of Lauderdale-By-The-Sea Recovery Plan details the recovery roles and responsibilities within the Town. The Town Manager/Incident Commander is the point of contact for the beginning of the recovery process for County, State and Federal agencies.

The Town utilizes the Code Red Emergency Notification System for emergency notifications. This system allows a recorded message to be delivered to phones associated with all or targeted areas of the Town in case of an emergency situation that requires immediate action (such as a boil-water notice, missing child or evacuation). The system is capable of dialing 50,000 phone numbers per hour. It then delivers the recorded message to a live person or an answering machine, making three attempts to connect to any number.

Recovery operations consist of short-term and long-term recovery activities. Activities which may be implemented in the short-term recovery period are:

- FEMA required damage assessment
- Emergency debris removal to open at least one lane of traffic for all roads
- Restoration of utility services including power, water, and sewer services
- Restoration of critical infrastructure and critical facilities
- Re-supply of fuel
- Installation of emergency generators at critical facilities
- In coordination with the County EOC, identify facilities within the Town which may be utilized for response and recovery operations such as Disaster Recovery Centers, storage sites, temporary housing sites, Points of Distribution, etc.
- Evaluate the need for long-term housing within the community and coordinate with County, State, and Federal officials to meet the survivor housing needs
- Evaluate critical infrastructure and structures which may be eligible for hazard mitigation funding
- Evaluate unmet needs among the survivors in the community

- Support outreach efforts to publicize the availability of Federal disaster funding including Individual Assistance and Small Business Administration (SBA) loans

The Town may choose to activate the Code Red Emergency Notification System to transmit vital recovery information to residents.

Long term recovery operations

The goal of long-term recovery is to restore the Town to pre-disaster conditions. Long-term recovery may extend for months or years based upon the severity and magnitude of the disaster. Generally, management during the immediate recovery period will be conducted from the Town's EOC. Long-term recovery will be coordinated by the Town Manager with each agency in its normal environment and/or field command centers as conditions warrant.

In the aftermath of a large-scale disaster, the Town may consider a number of planning, engineering, and economic development solutions to address long-term recovery needs. This may include the imposition of building moratoria for substantially damaged structures, business and economic stimulation policies, and others.

The methods used to provide recovery information to the public are media releases and press conferences (to television, radio and newspaper) through the County Joint Information Center, Town, County and American Red Cross web sites, the Disaster Recovery Centers, community bulletin boards, community forums and Town meetings. The Town will not offer disaster financial assistance programs in the aftermath of events that do not receive presidential or gubernatorial declarations or those that qualify for Federal disaster assistance.

Public Assistance

Upon receiving a Public Assistance declaration, the agencies responsible for pursuing reimbursement will provide detailed expenditure reports and manage the grant funding according to the requirements established through FEMA. The Town may employ temporary staff to manage grants. The Town Manager, or designee, using the telephone, cell phone, 800 MHz Radio, e-mail, and personal contact, will handle the coordination of the public assistance for the Town with the support of engineers, administrative assistants, general staff, and contractors.

Community Relations

The Town's Emergency Management Coordinator (EMC) will attend and participate in the Broward County Emergency Coordinating Council (ECC) and serve as point of contact for the ECC and attend bi-monthly meetings.

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9 Communications

Available Communications Systems

In accordance with NIMS and Florida Statutes Chapter 252, the Town will coordinate emergency operations with the Broward County EOC and neighboring jurisdictions as necessary. The Town will deploy a liaison to represent the Town at the Broward County EOC during a critical incident or disaster. During the event, the Town liaison will communicate with the Town primarily by telephone, cell phones, e-mail and satellite communications.

Coordination with Broward County

The Town understands the vital importance of maintaining clear communication with the County before, during, and after a disaster event. It will be the responsibility of the first responder community (fire, police, emergency medical) through the dispatch center to notify the Town Manager of unusual events requiring additional mutual aid.

The Town will notify the County Warning Point of emergencies in the Town and especially if the Town has an event that requires it to activate its emergency plan and emergency organization.

The Town will maintain a liaison representative in the County EOC when it is activated for an emergency involving the Town. The Town EOC will coordinate all information requests between the County EOC and the Town through that liaison. This communication may occur by telephone, cell phone, satellite phone, email, and personal communication.

The Town liaison will also notify the Town EOC of scheduled conference calls and ensure that the Town Manager/Incident Commander are aware of all County sponsored conference calls so they may participate in them.

The Town will route all media releases through the County Joint Information Center to ensure regional consistency. The Town EOC will forward all municipal Incident Action Plans and Situation Reports to the County EOC for informational purposes.

Coordination with local, State of Florida and Federal agencies

The Town's EOC will coordinate with field response and recovery sites such as the points of distribution and the staging areas by cell phone and/or the Broward County 800 MHz radio system or Town VHF radio frequency. In the event that all communications are inoperable due to disaster impact, the Town is prepared to continue communications via satellite phones or other means.

Calls to the telephones located at Town Hall are transferred to the Town's EOC during activation. The Town and Broward County own and maintain separate phone systems at the EOC.

The Town EOC will coordinate all initial communications with higher levels of government through the County EOC until such time as it is logical for direct communications to occur. Direct communications with FEMA may occur during the joint damage assessment process, with community outreach team members within the Town, and once the Town becomes engaged in the

financial reimbursement process. At this time, the Town will coordinate directly with the State and Federal Recovery agencies.

The Town's Public Works Director, Police Captain and Fire Chief have access to the 800 MHz radio system. A representative of the Town will be in the EOC whenever it is activated to provide ongoing communications with the Broward County Dispatch. Check with Ken

During the disaster event, the main level of field communications will be the VHF radio System and 800 MHz system.

Satellite phones are issued to key personnel to utilize in case of cellular failure. The following staff are customarily provided with satellite phones:

- Public Works Director
- Town Manager
- Mayor
- Police Chief
- Fire Chief

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10 Policies and Protocols

Municipal Resources

The Town has limited resources and facilities. During a disaster the use of Town facilities, personnel, equipment, and supplies will be consistent with the policies, protocols and operational concepts defined in this plan. The Town shall exhaust all locally available resources prior to requesting emergency assistance from other jurisdictions or higher levels of government. This includes the use of resources available through existing mutual aid agreements and pre-emergency contracts with other outside organizations.

Direction and Control

The Town Charter states that the form of government in the Town is the "Commissioner-Manager Plan." The Town Manager is the executive and administrative head of the Town, appointed by and answerable to the elected Town Commission. As such, the Town Manager has responsibility for direction of all Town employees and departments and administers Town contracts. In an emergency, the Town Manager shall serve as the Incident Commander with the authority to undertake whatever actions necessary to protect lives, property and to delegate executive authority for all or some emergency operations. The Town's purchasing policy contains special procurement policies which provide for enhanced purchasing authority to the Town Manager that can be exercised in emergency conditions.

In addition, in recognition that emergency conditions might make it difficult for the Town Commission to convene, Article V. Sec. 5.2 paragraph (4) of the Town Charter provides that "The Mayor-Commissioner may govern the Town, by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be the judge of what constitutes such public danger or emergency." This is interpreted to mean the Mayor may act in the place of the Town Commission by proclamation during times of grave public danger or emergency, but the Town Commission may meet and determine whether such conditions exist or not.

Continuity of Government

During the absence or disability of the Town Manager, the Municipal Services Director shall execute the Town Manager's emergency powers.

The Town Manager may order special, temporary personnel assignments that require individuals to work outside their regular department or job classifications. The Town Manager may also call upon contractors to assist with preparations for and response and services during and/or after the emergency.

All appointments and work assignments in an emergency situation shall be documented. Department Directors will submit a complete emergency operational plan as to staffing allocation, equipment distribution, and other emergency related needs as requested by the Office of Emergency Management.

The lines of succession for the Town Manager's emergency powers under this Emergency Operations Plan shall be as follows:

(1) Public Works Director
(2) Finance Director
(3) Development Services Director

The Town Manager may order special, temporary personnel assignments that require individuals to work outside their regular department or job classifications. The Town Manager may also call upon contractors to assist with preparations for and response and services during and/or after the emergency.

All appointments and work assignments in an emergency situation shall be documented. Department Directors will submit a complete emergency operational plan as to staffing allocation, equipment distribution, and other emergency related needs as requested by the Office of Emergency Management.

In accordance with the Town Charter, the line of succession for the Mayor due to absence, disqualification or deaths are as follows:

(1) Vice-Mayor
(2) Any member of the Town Commission designated by the Town Commission to act as Mayor Pro–Tem for purposes of presiding over a Town Commission meeting.

If the Mayor is incapacitated and circumstances are such (widespread disaster) that the Town Commission cannot meet and act, the Governor may appoint a temporary replacement for the Mayor.

The lines of succession for each Town department and agency head shall be in accordance with the Continuity of Operations Plan (COOP) as stated in this plan.

A catastrophic disaster could disrupt the ability to maintain the continuity of municipal government for a period of time. If a disaster or critical incident or event so severely impacts the Town, the following municipal officials must make the determination that they are unable to maintain minimum continuity of government for a limited period of time:

1. The Town Commission as the official elected body of the Town of Lauderdale-By-The-Sea.
2. In the absence of the Town Commission or in the event that the Town Commission cannot convene, the Mayor may assume the decision-making authority.
3. In the absence of both a majority of the Town Commission and the Mayor, the Town Manager may determine that the municipal government cannot be sustained for a limited period of time.

If a non-sustainability determination is made, then the Town may request that Broward County Board of County Commissioners temporarily assume all local governmental responsibilities in

accord with the laws of the State of Florida. This transfer of responsibility will occur within the designated timeframe only and shall be re-evaluated upon termination of the designated timeframe.

In the event Broward County representatives cannot establish communication with the municipality within 18 hours following a catastrophic event to confirm the continuity of municipal government, the County will assume local governance until requested by the Town to return control to Town officials

Leadership for Management of Municipal Emergency Operations

Due to the time-sensitive constraints of life-safety decisions during times of emergencies, it is essential that decision making authority be clearly defined.

Pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes, a Declaration of Local State of Emergency may be issued due to known or anticipated conditions affecting the Town, including, but not limited to the following:

- An incident occurs within the municipal boundaries and resource requirements extend beyond normal response capability.
- Protection of the health and safety of large numbers of people will require protective actions including, but not limited to: voluntary or mandatory evacuation, sheltering-in-place procedures for large areas of the Town, quarantine or isolation of a significant number of contaminated or infected individuals, and/or distribution of pharmaceuticals for mandatory public use.
- It is determined that emergency ordinances or regulations need to be promulgated by the Town, including imposition of a curfew and/or temporary prohibition on public entry to damaged parts of the Town.
- Declaration of a State of Emergency or Disaster by higher levels of government for an area encompassing or adjacent to the Town.

Under Chapter 252.38(3) (a) 5 of Florida Statutes, "the duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments. Further, the political subdivision has the power and authority to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
b. Entering into contracts.
c. Incurring obligations.
d. Employment of permanent and temporary workers.
e. Utilization of volunteer workers.
f. Rental of equipment.
g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
h. Appropriation and expenditure of public funds."

When the circumstances warrant, the Mayor shall issue a Declaration of Public Emergency. In his or her absence or incapacity, the Vice Mayor shall issue such a Declaration. In the event neither the Mayor nor the Vice Mayor is available, the Town Manager may issue such a declaration. Such a declaration is NOT necessary, however, for the Town Manager to activate the EOC.

In all cases, as soon as possible after the Declaration, the Town Manager will notify Broward County officials and the State of Florida of the executed Declaration.

The Broward County Board of County Commissioners, the Governor of the State of Florida, and the President of the United States may also declare a State of Emergency for areas which may include Lauderdale-By-The-Sea and other geographic areas. These States of Emergency may impact the Town. When any of these levels of government declare a State of Emergency which includes Lauderdale-By-The-Sea, the Town will also declare a State of Emergency to legally indicate that the Town is activating its Comprehensive Emergency Management Plan and employing all emergency powers necessary to protect the safety of its citizens and property.

The Town may order mandatory evacuations, sheltering-in-place, quarantines, curfews, and other protective actions when public safety is threatened by a natural, technological, or man-made disaster event within the boundaries of the Town. Broward County and the State of Florida may also order mandatory evacuations, quarantines, isolation orders, and establish curfews in compliance with laws and regulations. In consultation with the County EOC, and the Police and Fire Departments, the appropriate instructions will be disseminated to the public.

The Town Manager will direct activation of the Town's EOC, and its subsequent operations, and will approve the incident action plans for the Town. The Town Manager shall serve as the Incident Commander. The Town's emergency operations will be conducted in accordance with the approved Incident Action Plan applicable to the current incident action period. The Town's on-scene Incident Command staff will have responsibility for management and supervision of all on-site operations.

Passage of Emergency Ordinances and Regulations

As indicated by the conditions following the Declaration of a Local State of Disaster by the Town, it may be necessary to promulgate temporary emergency ordinances or regulations. Promulgation of emergency ordinances will be done in accordance with local and State statutes.

Chain of Command for Town Emergency Operations

In accordance with NIMS, the Incident Commander of the Town at the EOC is in command and control of all operational activities associated with the disaster. On-scene Incident Command staff at any field disaster site such as Staging Areas and Points of Distribution (POD's) is under the direct command of the Incident Commander at the EOC. On-scene Incident Command staff will direct on-site operations in accordance with NIMS and the Incident Action Plan approved by the Incident Commander at the Town's EOC.

The Town and all supporting response agencies may establish a staging area a designated area that will function under the control of the Town's EOC and will provide support and services to all on-scene incident management teams. The Staging Area Manager will direct on-site operations in

accordance with NIMS and continue to implement operations in accordance with the Incident Action Plan approved by the Incident Commander at the Town's EOC.

Other locations and facilities established by the Town will be under the direction of the Incident Commander at the Town EOC. All separate operational facilities and locations will utilize ICS for management of operations.

Financial and Resource Management

The purpose of this section is to establish guidelines and assign responsibilities to support the emergency payroll and procurement of goods and services needed by various departments in this program. During a critical incident or disaster, pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes a Declaration of Local State of Emergency may be issued. The processes and procedures for financial management will be compliant with Broward County, the State of Florida and the Federal government requirements to facilitate maximum opportunity for Federal disaster reimbursement under the Stafford Act.

10.7.1 Responsibility for Financial Management Operations

The Chief of the Finance and Administrative Section (Finance Director) shall be responsible for the financial management operations. The secondary person responsible for the financial management operations of the Town shall be the Deputy Chief of the Finance and Administrative Section (Accountant). It is the responsibility of the Finance and Administrative Section to document and track all disaster-related expenditures for the purpose of financial reimbursement. Both individuals will be trained to perform all responsibilities associated with the financial management of all municipal funds during a large-scale disaster. This fiscal responsibility includes accounting principles and established authority levels.

10.7.2 Pre-disaster Preparations for Financial Management

The Town will finance the immediate emergency response and recovery operations required by an event from the available funds within the current budget. In the event that the Town qualifies for a Federal disaster declaration which includes public assistance funds, the Town will request post-disaster reimbursement for eligible expenditures. These procedures will enable the Town to continue fiscal management before, during and after a critical incident or emergency.

By the authority of Florida Statute 252.31-94.6 when a critical incident or disaster strikes, the Town of Lauderdale-By-The-Sea will declare a local State of Emergency and will suspend its usual purchasing policies and procedures. To the greatest extent possible during the critical incident or emergency situation, prudent and sound business practices will continue to be observed.

The Town has established a disaster account which is funded to a level as approved by the Town Commission. Sub-accounts will be established to reflect the reimbursement categories established by the FEMA Public Assistance program for the following activities:

a. Debris removal

b. Protective measures
c. Roads, signs and bridges
d. Water control facilities
e. Buildings and equipment
f. Public utilities
g. Parks, recreation and other
h. Monitoring Firm (auditor)

This disaster account will be utilized during critical incidents and disasters by the Town Manager as authorized by the Town Commission. This fund shall be used to categorize expenditures that affect departmental operations Town wide.

The Town Manager will ensure that, during non-disaster times, staff members with emergency management assignments receive information and/or training regarding State and Federal requirements for documentation of emergency expenditures and operations. During the annual exercise of the program, these procedures will be included and tested accordingly. As necessary, following activation of the CEMP, the Finance and Administrative Section will be responsible for providing any additional information or guidance regarding financial documentation requirements.

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11 Financial Management Procedures

Immediate Actions Needed for Authorization of Emergency Declaration

When a Local State of Emergency is declared and normal purchasing and contracting rules are suspended, it is incumbent upon the Town Manager/Incident Commander to advise Town employees that emergency purchasing, and contracting rules are in effect. The Finance and Administration Section Chief shall immediately begin implementation of the emergency financial management tracking procedures.

Methods for Emergency Purchases

When a disaster strikes, the Operation and Planning Section personnel will determine what supplies or services are needed to immediately address the current and future incident objectives. The Logistics Section evaluates Town resource inventories to determine if goods are available in Town inventories and available to the Town before attempting to purchase the goods from an outside vendor or through existing contracts. Most purchases by the Logistics Section Chief will be with vendors that the Town has an existing account and relationship with. In the event that the cost of an item(s) will exceed $10,000 or the vendor requires it, a Purchase Order will be issued.

The Town has a fuel contract where all Town vehicles will fuel up for Public Works, and where Police, Fire and EMS contractors may obtain fuel.

Vendor Invoice Information Requirements:

Regardless of the nature of the emergency, certain procurement requirements shall be observed. The supplier/contractor/vendor shall provide documentation of cost for goods and services as applicable to receive payment: the supplier/contractor/vendor shall have appropriate insurance/exemptions etc. submitted with invoices or on file with the Town.

Supplier/contractor/vendor shall indicate the assigned mission number on their invoice for payment. The mission number will be at a minimum; the mission/assignment number as designated by the Town but may also include an additional mission/assignment number for the County and the State.

Resource Documentation Requirements:

Individuals designated as the point of contact for purchasing and procurement in the Logistics Section are responsible for coordinating the emergency procurement of goods and services with existing vendors and for authorizing the issuance of emergency purchase orders, if necessary. Designees are responsible for maintaining a log of purchase orders issued and turning all documentation into the Logistics Section Chief at the shift change. The ICS Form 260 will be completed for resource orders.

The Logistics Section Chief shall be responsible for transferring all original hard copies of purchase documentation at the end of the shift change to the Finance and Administrative Section Chief. The Finance and Administrative Section will enter the purchase orders into a spreadsheet either manually or electronically to document the purchases and procurement. All documentation

shall coincide with the mission number for the Town, and the County and/or State mission number if applicable.

Each invoice or purchase order shall have the following information included in its hardcopy back-up when it is turned over to the Logistics Section Chief:

a. name of person requesting resources,
b. date and time of request,
c. mission/assignment number for the Town, and if applicable, the County and the State,
d. description of resources procured,
e. anticipated length of assignment that resources are needed,
f. date and time of requested delivery,
g. person assigned to accept delivery,
h. location of delivery,
i. cost per unit,
j. special demobilization instructions,
k. name of vendor taking request,
l. vendor tax id number, and
m. contact information.

Documentation of Personnel in Emergency Operations

Personnel utilized in emergency operations will keep detailed time sheets with their dates, times, and duties performed during emergency operations. As the Town utilizes employees and contractors, the timesheets are turned into the appropriate contractor directly. As timesheets are submitted by the contractor for invoicing and payment by the Town, each day's notation shall include the following information:

a. Individual authorizing emergency operations work for employee,
b. date requested,
c. mission/assignment number for the Town of Lauderdale-By-The-Sea, County or State,
d. location employee worked,
e. length of hours per day (including start and finish time), and
f. duties performed.

Final Disposition of Financial Documentation

The Finance Director shall be the person responsible for the final disposition of the documentation gathered under conditions of both Presidential-declared disasters and non-declared critical incidents and disasters. The final format will be hard-copy documentation with electronic copy back-up and the archives will be stored for a minimum of 3 years from the date of final payment, in the records storage area for the Town. The documentation will be provided to Broward County and/or the State of Florida as requested in the format requested within an acceptable and customary time.

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12 Resource Management

The purpose of this section is to provide guidance and outline procedures for efficiently obtaining, managing, allocating, and monitoring the use of resources during critical incidents or disasters. These procedures are consistent with the overall program goals and objectives. Pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes, a Declaration of Local State of Emergency may be issued to expedite resource management activities.

Used in support of NIMS, the combination of facilities, equipment, personnel, procedures, communication, resources from local government as well as external agencies and non-governmental agencies may work together to coordinate the Town's response. Through this coordination and cooperation, any shortfalls the Town has will be noted for corrective action to overcome the shortfall.

Physical Resources (expendable and non-expendable resources)

In order to meet the resource needs of emergency operations, the Town personnel and regular Town contract personnel should first exhaust local resource capabilities within existing inventories. Additional supplies and equipment required for emergency operations will generally be available from normal sources of supply. However, some established vendors may not be able to provide needed materials on an emergency basis or may become survivors of the emergency situation. Most, if not all resources, will come from contractors. Standby sources should be identified in advance and provisions should be made for arranging alternative sources of supply on an urgent need basis. In the course of doing business, the Town routinely updates its inventory and available sources to include donations.

In accordance with the Statewide Mutual Aid Agreement, if all Town resources are exhausted, then the Logistics Section Chief will make a request of the Broward County EOC for additional resources. If the County resources are exhausted, the County will make a request to the State for the resources. If the State's resources are exhausted, a request will be made to the Federal government. All resource requests to the County EOC shall be directed from the Logistics Section Chief to the Town of Lauderdale-By-The-Sea Municipal Liaison. A single point of contact should be maintained to avoid duplication of resource requests.

Resources by Municipal Agency or Municipal Contractor

The Town has limited available resources because most services are contracted to the private sector and County agencies. The agencies and organizations are required to maintain inventories of personnel, equipment and supplies in order to provide this information routinely to the Town.

Classification of Physical Resources

The Town understands that the NIMS classification methodology is still under development. The Town is committed to continually monitoring the NIMS requirements and implementing them as appropriate within the Town. All Town resources, pursuant to the NIMS, are to be classified by kinds and types.

Inventories Accessed and Utilized

Town resources will be controlled by the Logistics Section Chief. The Chief shall monitor the inventories, locations and assignments of all resources and also monitor the deployment of any resources.

Private Vendor, Mutual Aid or Volunteer Resources

The Town will work to exhaust all local resources before requesting any resources from the County EOC. The protocol to procure additional resources are as follows:

a. activate and direct deployment of additional local resources to the incident site(s);
b. request mutual aid assistance from existing jurisdictions who have entered into a Mutual Aid Agreement;
c. purchase, rent, or lease supplies and equipment;
d. obtain donated resources from businesses, individuals, or volunteer groups;
e. contract for necessary services to support emergency operations.

The Town Manager shall consider the potential liabilities before accepting offers of donations of supplies, equipment or services or committing manpower from individual or volunteer groups to emergency operations.

Tracking Procedures for all Resources

The Logistics Section Chief is responsible for the management of all resources in support of the current incident objectives, except for resources committed to debris management, debris monitoring, clearance and removal. Deployment and tracking of resources committed to debris management are the responsibility of the Operations Section Chief in accordance with the FEMA approved Debris Management Plan. In compliance with the resource management procedures outlined above, the Logistics Section Chief will track resource needs and assign a mission number. The Logistics Section Chief will complete the appropriate ICS form which details the following information for resource/equipment check-in including:

a. requesting entity,
b. brief statement of need,
c. originating entity,
d. method of delivery and location of delivery,
e. associated expendable resources,
f. anticipated duration,
g. funding etc.

All resources that are the property of the Town will be inventoried and identified by their property control number as assigned by the Town. Resources will be logged onto a spreadsheet controlled by the Logistics Section, noting item, deployment, time out and expected return and any other pertinent information.

The Town has access to emergency management software, Web EOC, through Broward County.
Protocols for Resources

The deployment of resources and personnel shall be in accordance with established plans and procedures that provide assurance that Town resources, both owned and contracted, shall not be deployed without the specific approval of official resource coordination processes. When the EOC is activated, the Logistics Section Chief shall approve all personnel and equipment deployments as directed by the Town Manager/Incident Commander. In order to ensure the appropriate management and demobilization of personnel, supplies and equipment, the Town Logistics Section Chief will work cooperatively with the Operations Section Chief and the Planning Section Chief to develop a demobilization plan. The Statewide Mutual Aid Agreement addresses the issues pertaining to the appropriate management of resources up to and including return to the original agency.

The Statewide Mutual Aid Agreement details the requirements associated with general responsibility for payment and/or reimbursement of resources acquired through mutual aid.

Personnel Resources

All Town departments are required to have emergency personnel assigned in case of critical incidents or disasters. The Town Manager/Incident Commander will identify and coordinate the placement of Town employees that may be reassigned to temporary emergency duties should a critical incident or disaster impact the Town. If the required skills and/or expertise are not available within the pool of existing Town employees, the Incident Commander will approve the temporary workers.

Rosters of personnel working for the Town on a daily basis in emergency operations will be maintained by the immediate supervisor of that temporary worker, and copies of that information will be relayed verbally or in writing to the Operations Section Chief at least twice a day on an appropriate ICS form. A final hardcopy or electronic copy of the day's roster will be sent to the Operations Section Chief at the beginning of the shift change and at the end of the shift change. All workers shall sign-in or check in with the Planning Section as well as their immediate supervisor and receive a mission/assignment number, again noted on the ICS form.

13 NIMS Glossary

Assignments: Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

Branch: The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and the units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Chief: The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance & Administration, and Intelligence (if established as a separate section).

Code Red Emergency Notification System: An ultrahigh-speed telephone communication service for emergency notifications. This system allows a recorded message to be delivered to phones associated with all or targeted areas of the Town in case of an emergency situation that requires immediate action (such as a boil-water notice, missing child or evacuation).

Command Staff: In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander.

County Warning Point: Central locations for the collection and dissemination of warnings and threats which are monitored at various higher levels of government

Disaster Recovery Centers: A readily accessible facility or mobile office where survivors may go for information about FEMA programs or other disaster assistance programs, and to ask questions related to their cases.

Emergency Operations Centers (EOC): The physical location at which the coordination of information and resources to support disasters. An Emergency Operations Center may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. Emergency Operations Centers may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, County, Town, Tribal), or some combination thereof.

Emergency Operations Plan: The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance & Administration. The term function is also used when describing the

activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

Incident Action Plan (IAP): An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics, and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Logistics: Providing resources and other services to support incident management.

Logistics Section: The section responsible for providing facilities, services, personnel and material support for the incident.

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mutual-Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

Operations Section: The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

Planning Section: Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

Public Information Officer: A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Recovery: The development, coordination, and execution of service and site-restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Recovery Plan: A plan developed by a State, local, or Tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

Resources Unit: Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

Section: The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance & Administration, and Intelligence (if

established). The section is organizationally situated between the branches and the Incident Command.

Staging Area: Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

Task Force: Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force shall have common communications and a designated leader.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit: The organizational element having functional responsibility for specific incident planning, logistics, or finance & administration activity.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

14 ACRONYMS

AMR……..……..American Medical Response
BSO…….Broward County Sherriff's Office
CEMP ..... Comprehensive Emergency Management Plan
COOP…….....Continuity of Operations Plan
DHS…….Department of Homeland Security
ECC……..……Emergency Coordinating Council
EMC……..……Emergency Management Coordinator
EMS…….……Emergency Medical Services
EOC ..... Emergency Operations Center
EOP .....Emergency Operations Procedure
EPC…….Emergency Preparedness Committee
ESF ……...Emergency Support Functions
ESTACOM……Emergency Satellite Communications
FEMA…….….Federal Emergency Management Agency
HAZMAT .....Hazardous Material
IAP ..... Incident Action Plan
IC .....Incident Commander
ICP .....Incident Command Post
ICS .....Incident Command System
ICW……..…..Intracoastal Waterway
UC .....Unified Command
IMT ..... Incident Management Team
JIC .....Joint Information Center
JIS…….…….Joint Information System
LBTS……..…….Lauderdale-By-The-Sea
NIMS .....National Incident Management System
PIO .....Public Information Officer
POD ..... Point of Distribution
SBA ……..……Small Business Administration
SOP ..... Standard Operating Procedure
UC .....Unified Command
VFD…….……Volunteer Fire Department

RESOLUTION NO. 2021-33

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE UPDATED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under Section 252.38, Florida Statutes, legally constituted municipalities are authorized and encouraged to create municipal emergency management programs; and

WHEREAS, in 2015, pursuant to Florida Administrative Code Rule 27P-6.010, the Town prepared and adopted its Comprehensive Emergency Management Plan (the "CEMP") to reduce the vulnerability of people and property from large scale disasters, to ensure an effective response to the impacts of critical incidents and disasters, and to ensure long-term recovery for the community; and

WHEREAS, the CEMP establishes the policies, strategies, operational goals, and objectives through which the Town will mobilize resources and conduct response and recovery activities after a large scale disaster; and

WHEREAS, the CEMP details an emergency management framework that embodies all aspects of prevention, mitigation, preparedness, response and recovery, and establishes Town policies and protocols under which emergency operations are to be conducted; and

WHEREAS, the CEMP establishes the organizational system for comprehensive emergency management in compliance with Federal, State, and County requirements, assigning roles and responsibilities to individuals, agencies and contract entities for implementing emergency operations; and

WHEREAS, the Town desires to update the CEMP, as provided in Exhibit "A," to provide current information related to the Town's activities in the event of a natural or manmade disaster.

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

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

Section 2. Approval of the Updated CEMP. The updated CEMP, attached as Exhibit "A," is hereby approved.

Section 3. Authorization to Implement. The appropriate Town officials are hereby authorized to take any and all actions to effectuate the implementation of the updated CEMP.

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

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

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

PASSED AND ADOPTED this 8th day of June, 2021.

_____
Mayor Chris Vincent

Attest:

_____
Tedra Allen, CMC Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

File:

Town Commission Agenda Item Report

Meeting Date: June 8, 2021
Submitted By: Susan L. Trevarthen
Submitting Department: Town Attorney
Item Type: Resolutions
Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-35 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, DECLARING ZONING IN PROGRESS FOR PREPARATION OF AMENDMENTS TO CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS" TO EVALUATE LISTED USES AND REVISE PROCESSES AND DEFINITIONS AS THEY RELATE TO THE TOWN'S BUSINESS ZONING DISTRICTS, INCLUDING THE DETERMINATION OF SIMILAR USES; PROVIDING FOR AUTHORIZATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation: The Town Commission has recently discussed the history and the adequacy of the use lists, definitions and processes for B-1 and B-1-A, the two business zoning districts in the Town. Those regulations are part of Chapter 30, the Unified Land Development Regulations, of the Town Code of Ordinances. In order to amend the ULDRs, the Town must first obtain review and recommendation of the Planning and Zoning Board as the Local Planning Agency, and then the Ordinance must pass two readings by the Town Commission.

Town staff and Town Attorney have met and begun to analyze the issues and develop a proposed ordinance, which will be brought forward for recommendation of the Planning and Zoning Board and consideration of the Town Commission. Town staff realizes the Commission's desire to expeditiously move forward with these amendments to protect the Town from any unwanted uses, and therefore asked the Attorney to consider zoning in progress. Zoning in Progress would allow the Town to take the time to thoroughly evaluate requested changes to the Code to ensure that there are no unintended consequences to the proposed changes and that the proposed ordinance provides the protection that the Commission is seeking.

The doctrine of zoning in progress can be invoked to formally notify interested persons that the Town is considering such changes, and to justify the deferral of the acceptance, processing or approval of applications that would be counter to the proposed regulations. This Resolution declares zoning in progress as to the proposed changes to the business districts where any application seeks to establish, expand or intensify a use that is not specifically listed as permitted or conditional in the applicable business district. The zoning in progress is proposed to remain in place until the earlier of 180 days from the effective date of this Resolution or final adoption of the Ordinance amending the business district use regulations. If passed, applications that are received would be placed on hold until such time that the Commission acted on an ordinance to amend the B1 or B1A use list or 180 days, whichever is less.

For persons who claim that a specific infringement of their rights requires that they be allowed to proceed despite the Zoning in Progress, the Resolution provides an avenue to appeal to the Town Manager, and her determination on the matter can be appealed to the Town Commission. The Town Manager must promptly inform the Town Commission of any such determination, and any member of the Town Commission can request reconsideration of such decision at the next available Commission meeting.

Recommendation: Staff recommends that the Town Commission approve the proposed resolution.

Attachments:
Ex.1 – Resolution 2021-35

RESOLUTION 2021-35

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, DECLARING ZONING IN PROGRESS FOR PREPARATION OF AMENDMENTS TO CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS" TO EVALUATE LISTED USES AND REVISE PROCESSES AND DEFINITIONS AS THEY RELATE TO THE TOWN'S BUSINESS ZONING DISTRICTS, INCLUDING THE DETERMINATION OF SIMILAR USES; PROVIDING FOR AUTHORIZATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the "Town") Commission desires to evaluate listed uses and comprehensively update and revise the processes and definitions in Chapter 30, "Unified Land Development Regulations," ("ULDRs"), as they relate to uses in the business zoning districts (B-1 and B-1-A) and the determination of similar uses to ensure development, to ensure that they are consistent with the Town's development goals and regulatory framework; and

WHEREAS, pending the adoption of the amended regulations, the Town desires to invoke the zoning in progress or pending ordinance doctrine, as referenced in *Smith v. City of Clearwater*, 383 So.2d 681 (Fla. 2nd DCA 1980), with respect to the ULDRs, thereby deferring the acceptance, processing and approval of all applications to establish, expand, or intensify any use that is not specifically listed as permitted or conditional in the applicable business zoning district for a period of 180 days, or until the Town Commission adopts on second reading, the amendments under review and such amendments become effective, whichever occurs earlier, except as provided in this Resolution; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

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

SECTION 1. Recitals. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission and incorporated herein.

SECTION 2. Invocation of Zoning in Progress. The Town Commission adopts this Resolution and invokes the zoning in progress or pending ordinance doctrine, thereby deferring the acceptance, processing and approval of all applications not filed as of the effective date of this Resolution to establish, expand or intensify uses that are not specifically listed as permitted or conditional in the applicable business districts in the ULDRs. This deferral shall last for 180 days, or until the Town Commission adopts on second reading the amendments under review and such amendments become effective, whichever occurs earlier, except as provided below.

SECTION 3. Relief. Applicants claiming infringement with vested or constitutional rights, or other justification, may request relief from this Resolution through written request to and decision by the Town Manager, where the Town Manager may grant relief only upon findings based on competent substantial evidence that such infringement will in fact occur, or has in fact occurred, or other justification suggesting relief therefrom, and the public health, safety and welfare are not adversely impacted by allowing such applications to be accepted and processed. Such request shall be an administrative remedy and condition precedent to all judicial relief sought arising from this Resolution. The Town Commission shall be promptly informed of any determinations made pursuant to this paragraph, and any member of the Town Commission may request that the Town Manager's determination be reconsidered at the next available Town Commission meeting. An applicant's appeal of a decision of the Town Manager under this Resolution to the Town Commission may be filed pursuant to Section 30-531 or Division IX of Article IV of the Town Code of Ordinances, as may be applicable. The Town shall retain complete administrative, quasi-judicial or legislative discretion in whether to approve or deny

any application so filed.

SECTION 4. Authorization. The appropriate Town officials are authorized to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this 8th day of June, 2021.

_____
MAYOR CHRIS VINCENT

ATTEST:

_____
Town Clerk Tedra Allen, CMC

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney