



City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

WORKSHOP MEETING AGENDA

Alfonso Gereffi Room

January 9, 2017

5:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**

JANUARY 10, 2017 AGENDA REVIEW

This discussion item serves to review the January 10, 2017 Commission Meeting Agenda.

- 4. DISCUSSION OF PROPOSED ORDINANCE(S)**

- A.** DISCUSSION REGARDING A PROPOSED ORDINANCE AMENDING DIVISION 2 OF ARTICLE VI OF CHAPTER 46 OF THE CODE OF ORDINANCES; CREATING SECTION 46-293, ENTITLED "INTERIM FIRE RESCUE ASSESSMENT" PERTAINING TO THOSE PROPERTIES RECEIVING A TEMPORARY OR PERMANENT CERTIFICATE OF OCCUPANCY SUBSEQUENT TO THE PASSAGE OF THE ANNUAL FIRE ASSESSMENT RESOLUTION FOR THE FISCAL YEAR IN WHICH SUCH CERTIFICATE OF OCCUPANCY IS ISSUED

This is a discussion regarding a proposed Ordinance which would allow for the City to collect an Interim Fire Assessment to bridge the gap between when properties receiving a temporary or permanent Certificate of Occupancy subsequent to the passage of the Annual Fire Assessment Resolution for the Fiscal Year in which such Certificate of Occupancy is issued.

- B.** DISCUSSION REGARDING A PROPOSED ORDINANCE RELATING TO CANNABIS DISPENSING FACILITIES; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY MORATORIUM ON THE OPENING OF ANY NEW CANNABIS DISPENSING FACILITY; DIRECTING THE DIRECTOR OF DEVELOPMENT SERVICES TO RECOMMEND LAND DEVELOPMENT REGULATIONS FOR CANNABIS DISPENSING FACILITIES BY A DATE CERTAIN

This is a discussion regarding a proposed Ordinance which would impose a temporary moratorium for twelve months (12) on the opening of any new cannabis dispensing facility.

- 5. ADDITIONAL WORKSHOP ITEMS**

- A.** DISCUSSION ON THE RED LIGHT SAFETY CAMERA PROGRAM (TIME CERTAIN: 5:45 PM)

This is a discussion regarding the Red Light Safety Camera Program.

- B.** DISCUSSION ON LIEN SETTLEMENT FOR THE PROPERTY LOCATED AT 3400 NW 33RD AVENUE, LAUDERDALE LAKES, FL 33309

This is a discussion on the lien settlement offer in the amount of \$19,117.90 for the property located at 3400 NW 33rd Avenue, Lauderdale Lakes, Florida 33309.

- C.** DISCUSSION REGARDING THE NINTH ANNUAL BLACK HISTORY MONTH PARADE

This is a discussion regarding the City of Lauderdale Lakes ninth (9) annual Black History Month Parade scheduled for Saturday, February 11, 2017.

D. DISCUSSION REGARDING CITIZEN ADVISORY BOARDS

This is a discussion regarding the City's established Advisory Boards. Currently there are six active advisory boards which are: the Beautification Advisory Board, the Economic Development Advisory Board, the Historic Preservation Board, the Parks and Human Services Board, the Planning and Zoning Board and the School Advisory Board. The rules for these boards will be discussed. Also, there will be discussion regarding reestablishing the Civil Service Board.

6. REPORTS

A. REPORT ON THE 2017 LOCAL GOVERNMENT ACADEMY

This is a report on the 2017 City of Lauderdale Lakes Local Government Academy.

FUTURE MEETINGS:

Next scheduled Commission Workshop: January 23, 2017 at 5:00 p.m.

Next scheduled Commission Meeting: January 24, 2017 at 7:00 p.m.

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

**Mayor Hazelle Rogers, Vice-Mayor Veronica Edwards Phillips,
Commissioner Sandra Davey, Commissioner Gloria Lewis, Commissioner Beverly Williams**

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

JANUARY 10, 2017 AGENDA REVIEW

Summary

This discussion item serves to review the January 10, 2017 Commission Meeting Agenda.

Staff Recommendation

Background:

Funding Source:

Sponsor Name/Department:

Meeting Date: 1/9/2017

ATTACHMENTS:

Description

Type



January 10, 2017 Commission Agenda

Backup Material



City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

COMMISSION MEETING AGENDA

January 10, 2017

7:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION AND PLEDGE OF ALLEGIANCE**
 - A.** INVOCATION PROVIDED BY: REVEREND W.F. WASHINGTON, SR., GOLDEN HEIGHTS CHURCH OF GOD
 - B.** PLEDGE OF ALLEGIANCE WILL BE LED BY: CITY RESIDENT TYCIE CAUSWELL
- 4. PROCLAMATIONS/PRESENTATIONS**
 - A.** RECOGNITION FOR TRANQUIL MANOR FOUNDATION (SPONSORED BY: COMMISSIONER SANDRA DAVEY)
- 5. APPROVAL OF MINUTES FROM PREVIOUS MEETING**
 - A.** APPROVAL OF MEETING MINUTES
December 12, 2016 Commission Workshop Minutes
December 13, 2016 Commission Meeting Minutes
- 6. PETITIONS FROM THE PUBLIC**
- 7. CONSIDERATION OF ORDINANCES ON SECOND READING**
 - A.** ORDINANCE 2016-34 AMENDING THE FISCAL YEAR 2017 ADOPTED BUDGET IN ACCORDANCE WITH ORDINANCE 2016-31, GENERAL FUND, GRANTS FUND, TRANSPORTATION FUND AND STORMWATER FUND

This Ordinance would amend the Fiscal Year 2017 Adopted Budget. Continuous improvements to increase operational efficiencies and to provide enhanced levels of services are necessary to advance the City. The City proposes to add 4 positions to its staffing complement, increase overtime funding associated with special events, add temporary support staff funding for unanticipated vacancies, and correct the accounting for the Stormwater Conveyance and Water Quality Improvement and Pollutant Reduction Tactic project budgets.
- 8. CONSIDERATION OF ORDINANCES ON FIRST READING**
 - A.** ORDINANCE 2017-001 AMENDING DIVISION 2 OF ARTICLE VI OF CHAPTER 46 OF THE CODE OF ORDINANCES; CREATING SECTION 46-293, ENTITLED "INTERIM FIRE RESCUE ASSESSMENT" PERTAINING TO THOSE PROPERTIES RECEIVING A TEMPORARY OR PERMANENT CERTIFICATE OF OCCUPANCY SUBSEQUENT TO THE PASSAGE OF THE ANNUAL FIRE ASSESSMENT RESOLUTION FOR THE FISCAL YEAR IN WHICH SUCH CERTIFICATE OF

OCCUPANCY IS ISSUED

This Ordinance would allow for the City to collect an Interim Fire Assessment to bridge the gap between when properties receiving a temporary or permanent Certificate of Occupancy subsequent to the passage of the Annual Fire Assessment Resolution for the Fiscal Year in which such Certificate of Occupancy is issued.

- B.** ORDINANCE 2017-002 OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, RELATING TO CANNABIS DISPENSING FACILITIES; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY MORATORIUM ON THE OPENING OF ANY NEW CANNABIS DISPENSING FACILITY; DIRECTING THE DIRECTOR OF DEVELOPMENT SERVICES TO RECOMMEND LAND DEVELOPMENT REGULATIONS FOR CANNABIS DISPENSING FACILITIES BY A DATE CERTAIN

This Ordinance is imposing a temporary moratorium for twelve months (12) on the opening of any new cannabis dispensing facility.

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2017-001 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN STANDARD AGREEMENT JA117-25-2017 FOR OLDER AMERICANS ACT BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY AND THE CITY OF LAUDERDALE LAKES/LAUDERDALE LAKES ALZHEIMER'S CARE CENTER

This Resolution ratifies the adoption of Standard Agreement for Older Americans Act contract number JA117-25-2017 between the Areawide Council on Aging and the City of Lauderdale Lakes for January 1, 2017 through December 31, 2017.

- B.** RESOLUTION 2017-002 SETTING FORTH THE CITY'S 2017 STATE LEGISLATIVE AGENDA

This is a Resolution adopting the proposed 2017 State Legislative Agenda for the City of Lauderdale Lakes. Upon review and adoption, the City of Lauderdale Lakes State Legislative Agenda will be forwarded to the City's State Lobbyists, Legislative Delegation and other governmental entities for consideration.

- C.** RESOLUTION 2017-003 SETTING FORTH THE CITY'S 2017 FEDERAL LEGISLATIVE AGENDA

This is a Resolution adopting the proposed 2017 Federal Legislative Agenda for the City of Lauderdale Lakes. Upon review and adoption, the City of Lauderdale Lakes Federal Legislative Agenda will be forwarded to the City's Federal Lobbyists, Legislative Delegation and other governmental entities for consideration.

- D.** RESOLUTION 2017-004 AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE A PROCUREMENT PURCHASE EXCEEDING TWENTY FIVE THOUSAND DOLLARS (\$25,000) BUT LESS THAN FORTY THOUSAND DOLLARS (\$40,000) WITH SUPPLYWORKS

This Resolutions authorizes the City Manager to execute a procurement purchase and purchases order(s) exceeding twenty-five thousand (\$25,000.00) dollars, but less than forty thousand (\$40,000.00) dollars to Supplyworks for the provision of the janitorial and cleaning supplies and related equipment in accordance with the U.S Communities Cooperative Government Purchasing Alliance Contract No. 12-22 (lead agency Fresno Unified School District, California) Agreement.

- E.** RESOLUTION 2017-005 AWARDED RFP #16-1301-04R TO IMAGE JANITORIAL SERVICES INC., FOR CITYWIDE JANITORIAL SERVICES, AS THE LOWEST RESPONSIBLE AND RESPONSIVE PROPOSER, ON A REQUEST FOR PROPOSAL IN AN AMOUNT UP TO SIXTY FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$64,800) ANNUALLY

This Resolution awards RFP #16-1301-04R to the lowest, responsible and responsive proposer. The Purchasing Division and Evaluation Committee recommends to the Mayor and City Commission, Image Janitorial Services Inc. The firm will provide janitorial services to various facilities through out the City. The scope of services includes the furnishing of all labor, materials, machinery, equipment, tools, cleaning supplies, and supervision necessary to perform and maintain a neat, clean and orderly facilities.

- F.** RESOLUTION 2017-006 ESTABLISHING A POLICY WITH REGARD TO THE FUTURE RECEIPT OF

SETTLEMENT FUNDS ARISING FROM VARIOUS ACTIONS

This Resolution would establish a formal policy with regard to who may receive settlement proceeds or fines, in addition to payment directly in the City's name, through the Financial Services Department.

11. **CORRESPONDENCE**
12. **REPORT OF THE MAYOR**
13. **REPORT OF THE VICE MAYOR**
14. **REMARKS OF THE COMMISSIONERS**
15. **REPORT OF THE CITY MANAGER**
16. **REPORT OF THE CITY ATTORNEY**
17. **ADJOURNMENT**

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

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Mayor Hazelle Rogers - Vice-Mayor Veronica Edwards Phillips
Commissioner Sandra Davey - Commissioner Gloria Lewis - Commissioner Beverly Williams

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING A PROPOSED ORDINANCE AMENDING DIVISION 2 OF ARTICLE VI OF CHAPTER 46 OF THE CODE OF ORDINANCES; CREATING SECTION 46-293, ENTITLED "INTERIM FIRE RESCUE ASSESSMENT" PERTAINING TO THOSE PROPERTIES RECEIVING A TEMPORARY OR PERMANENT CERTIFICATE OF OCCUPANCY SUBSEQUENT TO THE PASSAGE OF THE ANNUAL FIRE ASSESSMENT RESOLUTION FOR THE FISCAL YEAR IN WHICH SUCH CERTIFICATE OF OCCUPANCY IS ISSUED

Summary

This is a discussion regarding a proposed Ordinance which would allow for the City to collect an Interim Fire Assessment to bridge the gap between when properties receiving a temporary or permanent Certificate of Occupancy subsequent to the passage of the Annual Fire Assessment Resolution for the Fiscal Year in which such Certificate of Occupancy is issued.

Staff Recommendation

Background:

Currently the City's Code addresses collecting fire assessment on properties that are vacant or built, this proposed ordinance would cover the gap between when the property assessments are sent to the appraiser's office and building either new or additions occurs after, the specifics are addressed in the ordinance attached.

Funding Source:

Not applicable

Sponsor Name/Department: Tanya Davis-Hernandez, AICP, Director of Development Services

Meeting Date: 1/9/2017

ATTACHMENTS:

Description	Type
❑ Ordinance 2017-001 - Interim Fire Assessment Fee	Ordinance
❑ Interim Fire Assessment Fee Memorandum	Cover Memo

ORDINANCE 2017-001

AN ORDINANCE AMENDING DIVISION 2 OF ARTICLE VI OF CHAPTER 46 OF THE CODE OF ORDINANCES; CREATING SECTION 46-293, ENTITLED "INTERIM FIRE RESCUE ASSESSMENT" PERTAINING TO THOSE PROPERTIES RECEIVING A TEMPORARY OR PERMANENT CERTIFICATE OF OCCUPANCY SUBSEQUENT TO THE PASSAGE OF THE ANNUAL FIRE ASSESSMENT RESOLUTION FOR THE FISCAL YEAR IN WHICH SUCH CERTIFICATE OF OCCUPANCY IS ISSUED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to fairly and timely apportion the costs of providing fire rescue and protection services across all properties deriving special benefits from such services, and

WHEREAS, properties obtaining a temporary or permanent certificate of occupancy after September 30 and the commencement of the fiscal year in which such certificate of occupancy is issued do not fairly or timely share the burdens of the costs of the service commensurate with the enjoyment of the benefits derived therefrom for that portion of such fiscal year until the commencement of the next fiscal year, and

WHEREAS, the City Commission, upon inquiry and advice, has determined that an interim fire rescue assessment should be imposed on such properties,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES as follows:

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. AMENDMENT AND CREATION: Section 46-293, entitled "Interim Fire Rescue Assessment," of Division 2 of Article VI of Chapter 46 of the Code of Ordinances is hereby created to read as follows:

Sec. 46-293 Interim Fire Rescue Assessment.

An interim fire rescue assessment shall be imposed against all property for which a temporary or permanent certificate of occupancy is issued after adoption of the next previous annual rate resolution. The amount of the interim fire rescue assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the annual rate resolution for the fiscal year in which the certificate of occupancy is issued; provided that full credit shall be given for any fire assessment fee paid for the applicable fiscal year. Such monthly rate shall be imposed for each full calendar month remaining in the fiscal year. No temporary or permanent certificate of occupancy shall be issued until full payment of the applicable interim fire rescue assessment is received by the city. Issuance of the certificate of occupancy by mistake, inadvertence or otherwise, without the payment in full of the interim fire rescue assessment, shall not relieve the owner of such property of the obligation for full payment. For the purpose of this provision, such interim fire rescue assessment shall be deemed due and payable on the date the certificate of occupancy is to be issued and shall constitute a lien against such property as of that date, until paid in full.

SECTION 3. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. INCLUSION IN CODE: It is the intention of the City Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lauderdale Lakes and that the

sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 6. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING BY TITLE ONLY, UPON APPROVAL OF AT LEAST FIVE (5) AFFIRMATIVE VOTES OF THE CITY COMMISSIONERS, ON THE 10TH DAY OF JANUARY, 2017.

PASSED ON SECOND READING BY TITLE ONLY THE ____ DAY OF _____, 2017.

ADOPTED AND PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD ON THE ____ DAY OF _____, 2017.

HAZELLE ROGERS, MAYOR

ATTEST:

SHARON HOUSLIN, CITY CLERK

JCB:jl

Sponsored by: TANYA DAVIS-HERNANDEZ, Director of Community Development

VOTE:

Mayor Hazelle Rogers	_____	(For)	_____	(Against)	_____	(Other)
Vice-Mayor Veronica Edwards Phillips	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Sandra Davey	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria Lewis	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Beverly Williams	_____	(For)	_____	(Against)	_____	(Other)

CITY OF LAUDERDALE LAKES

Public Works & Development Services Department

INTEROFFICE MEMORANDUM

TO: Phil Alleyne
City Manager

DATE: January 10, 2017

FROM: Tanya Davis-Hernandez, AICP
Development Services Director

RE: An Ordinance amending Division 2 of Article VI of Chapter 46 of the Code of Ordinances; creating Section 46-293, entitled "Interim Fire Rescue Assessment" pertaining to those properties receiving a temporary or permanent certificate of occupancy subsequent to the passage of the annual fire assessment resolution for the fiscal year in which such certificate of occupancy is issued.

January 10, 2017 City Commission Agenda – 1st Reading

RECOMMENDATION

It is recommended that the City Commission approve the proposed ordinance providing interim fire rescue assessment to cover the gap between when a property obtains a certificate of occupancy and when the property gets on the property tax roll.

THE REQUEST

Staff has reviewed the current City Codes as they relate to fires fees collected to provide services to the community, based on this review, it is determined that an amendment to the code is necessary to adjust for the missing fees and assist in the best interest of the public health, safety and welfare of the City.

BACKGROUND

The original fire rescue assessment ordinance was adopted in 1997 by ordinance No. 97-8, then in June of 2013 an updated study by Government Services Group Inc., was adopted by the City for fire assessment rates through 2018. Currently the City of Lauderdale Lakes absorbs the cost of providing fire rescue service to new developments or existing developments with additions between the time period of the property been developed and given a certificate of occupancy and then put on the tax roll. This ordinance would use the study provided to capture those fees that were overlooked originally. The City contracts out its fire rescue services and therefore needs to recoup that cost in order to maintain and improve this service.

ANALYSIS

The Building department will calculate the fire fees owed based on a twelve month fee schedule to determine the amount to be paid at the time a temporary or permanent certificate of occupancy is delivered.

RECOMMENDATION(S)

City Commission approval on First Reading for “Interim Fire Rescue Assessment Fees”.

FISCAL IMPACT

This ordinance will provide a positive financial impact, because new development will pay their portion of fire assessment until placed on the tax roll.

Attachment(s): Proposed Ordinance

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING A PROPOSED ORDINANCE RELATING TO CANNABIS DISPENSING FACILITIES; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY MORATORIUM ON THE OPENING OF ANY NEW CANNABIS DISPENSING FACILITY; DIRECTING THE DIRECTOR OF DEVELOPMENT SERVICES TO RECOMMEND LAND DEVELOPMENT REGULATIONS FOR CANNABIS DISPENSING FACILITIES BY A DATE CERTAIN

Summary

This is a discussion regarding a proposed Ordinance which would impose a temporary moratorium for twelve months (12) on the opening of any new cannabis dispensing facility.
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Staff Recommendation

Background:

Pursuant to the recent electorate approval of Article X, Section 29 of the constitution on November 8, 2016, staff is requesting time to research, prepare and where necessary address the City's Land Development Code (LDR) in regards to cannabis dispensing facilities.

The constitutional amendment became effective on January 3, 2017, subject to the adoption and publication of rules and regulations to be adopted by the Department of Health for the State of Florida within six months of the effective date of the constitutional amendment, therefore the moratorium will provide staff with time to review the rules and regulations set forth by the Department of Health.

Funding Source:

Not applicable

Sponsor Name/Department: Tanya Davis-Hernandez, AICP, Director of Development Services

Meeting Date: 1/9/2017

ATTACHMENTS:

Description	Type
❑ Ordinance 2017-002 - Moratorium on Cannabis Dispensing Facilities	Ordinance
❑ Inter-Office Memo - Moratorium on Cannabis Dispensing Facilities	Cover Memo

ORDINANCE 2017-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, RELATING TO CANNABIS DISPENSING FACILITIES; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY MORATORIUM ON THE OPENING OF ANY NEW CANNABIS DISPENSING FACILITY; DIRECTING THE DIRECTOR OF DEVELOPMENT SERVICES TO RECOMMEND LAND DEVELOPMENT REGULATIONS FOR CANNABIS DISPENSING FACILITIES BY A DATE CERTAIN; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 16, 2014, Governor Rick Scott approved CS/CS/SB 1030, creating the Compassionate Medical Cannabis Act of 2014 (Chapter 2014-157, Laws of Florida; codified at section 381.986, Florida Statutes; hereinafter referred to as the "Compassionate Use Act"), and

WHEREAS, the Compassionate Use Act legalized the cultivation, production, and dispensing of a low-THC derivative product of Marijuana for "qualified patients," and

WHEREAS, under the Compassionate Use Act, "qualified patients" are patients suffering from cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms (e.g., epilepsy or amyotrophic lateral sclerosis ("ALS")), and

WHEREAS, the low-THC derivative product of marijuana legalized by the Compassionate Use Act is administered to patients as an oil or in capsule form, and is not smoked like traditional marijuana. The low-THC strain of cannabis and the oil product are commonly referred to as "Charlotte's Web" (but is hereinafter referred to as "low-THC product"),

WHEREAS, the Compassionate Use Act provides that physicians may only order low-THC product for qualified patients if he or she finds that "no other satisfactory alternative treatment option" is available, and

WHEREAS, the Compassionate Use Act is implemented by rule of the Florida Department of Health (the "department") under Chapter 64-4, Florida Administrative Code (the "compassionate use rules"), and

WHEREAS, the compassionate use rules went into effect on June 17, 2015, and among other things regulate the selection, licensing, and oversight of "dispensing organizations." A dispensing organization is "a nursery that meets the requirements of section 381.986(5)(b)1., Florida Statutes, including its contractual agents, which has been authorized by the department to cultivate, process and dispense low-THC cannabis" (Rule 64-4.001(10), Florida Administrative Code), and

WHEREAS, to date, the department has authorized 6 dispensing organizations throughout the state of Florida, and

WHEREAS, applications for dispensing organization approval were evaluated in part by the "accessibility of [their proposed) dispensing facilities, e.g., centrally located to several populated areas, located on a main roadway...", (Rule 64-4.002(2)(c)11.a., Florida Administrative Code). The state regulation also requires that applicants demonstrate "the ability to obtain zoning approval" (Rule 64-4.002(2)(c)3, Florida Administrative Code), and

WHEREAS, on Tuesday, November 8, 2016, the electorate approved constitutional amendment to Article X, Section 29, pertaining to the use of Marijuana for debilitating medical conditions, and

WHEREAS, the constitutional amendment constitutes an expansion of the rights previously granted by the Compassionate Use Act, and

WHEREAS, the constitutional amendment became effective on January 3, 2017, subject to the adoption and publication of rules and regulations to be adopted by the Department of Health for the State of Florida within six months of the effective date of the constitutional amendment, and

WHEREAS, Florida laws relating to the cultivation, production and dispensing of cannabis products are rapidly changing, raising substantial questions about whether cannabis-related land uses as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities, and

WHEREAS, the City of Lauderdale Lakes' City Commission hereby finds that the temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the City the time reasonably necessary to investigate the impacts of cannabis dispensing facilities, and if necessary, to promulgate reasonable regulations relating to such establishments, and

WHEREAS, the City of Lauderdale Lakes City Commission hereby finds that this ordinance is in the best interest of the public health, safety and welfare of the citizenry of the City,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES as follows:

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. DEFINITIONS: For the purposes of this ordinance, the following words, terms, and phrases, including their respective derivatives, have the following meanings:

- a. Cannabis means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.
- b. Cannabis dispensary means an establishment where derivative product of the cannabis plant, except for low-THC cannabis, is dispensed at retail.
- c. Derivative product means any form of cannabis suitable for routes of administration.
- d. Low-THC cannabis means a plant of genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or an compound, manufacture, salt, derivative, mixture or preparation of such plant or its seed or resin that is dispensed only from a dispensing organization approved by the Florida Department of Health pursuant to Section 381.986, Florida Statutes.
- e. Low-THC cannabis dispensary means an establishment where low-THC cannabis is dispensed at retail.
- f. Additional and revised definitions under rules and regulations adopted by the Department of Health are hereby incorporated by reference as if set forth verbatim herein.

SECTION 3. TEMPORARY MORATORIUM: Beginning on the effective date of this ordinance through January 31, 2018, a moratorium is hereby imposed on the opening of new cannabis dispensaries and low-THC cannabis dispensaries and on the

expansion or relocation of existing cannabis dispensaries and low-THC cannabis dispensaries.

- a. During the moratorium, it is unlawful and a violation of this ordinance for any person, firm, or corporation to open or cause to be opened any cannabis dispensary or low-THC cannabis dispensary within the City of Lauderdale Lakes, except that low-THC cannabis dispensaries already approved by official determination of the city zoning official may open and conduct business in accordance with the official determination.
- b. During the moratorium, it is unlawful and a violation of this ordinance for any person, firm, or corporation to relocate or cause to be relocated any cannabis dispensary or low-THC cannabis dispensary within the City of Lauderdale Lakes.
- c. During the moratorium, it is unlawful and a violation of this ordinance for any person, firm, or corporation to expand or cause to be expanded any cannabis dispensary or low-THC cannabis dispensary within the City of Lauderdale Lakes. For the purposes of this subsection, the term “expand” means to “enlarge the physical size of a legally existing dispensary.”

SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. INCLUSION IN CODE: It is the intention of the City Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lauderdale Lakes and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 7. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING BY TITLE ONLY, UPON APPROVAL OF AT LEAST FIVE (5) AFFIRMATIVE VOTES OF THE CITY COMMISSIONERS, ON THE 10TH DAY OF JANUARY, 2017.

PASSED ON SECOND READING BY TITLE ONLY THE ____ DAY OF _____, 2017.

ADOPTED AND PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD ON THE ____ DAY OF _____, 2017.

HAZELLE ROGERS, MAYOR

ATTEST:

SHARON HOUSLIN, CITY CLERK

JCB:jla

Sponsored by: TANYA DAVIS-HERNANDEZ, Director of Development Services

VOTE:

Mayor Hazelle Rogers	_____	(For)	_____	(Against)	_____	(Other)
Vice-Mayor Veronica Edwards Phillips	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Sandra Davey	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria Lewis	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Beverly Williams	_____	(For)	_____	(Against)	_____	(Other)

CITY OF LAUDERDALE LAKES

Public Works & Development Services Department

INTEROFFICE MEMORANDUM

**TO: Phil Alleyne
City Manager**

DATE: January 10, 2017

**FROM: Tanya Davis-Hernandez, AICP
Development Services Director**

RE: Proposed Ordinance imposing a temporary moratorium on the opening of any new cannabis dispensing facility; directing the director of development services to recommending land development regulations for cannabis dispensing facilities by a date certain.

January 10, 2017 City Commission Agenda – 1st Reading

RECOMMENDATION

It is recommended that the City Commission approve the proposed ordinance providing for a moratorium on the opening of any new cannabis dispensing facilities by setting forth expiration and effective dates.

THE REQUEST

City staff is requesting a twelve month Moratorium to conduct necessary planning efforts to investigate the impacts of cannabis dispensing facilities, and if necessary, to promulgate reasonable regulations relating to such establishments, and in the best interest of the public health, safety and welfare of the citizenry of the City.

BACKGROUND

Pursuant to the recent electorate approval of Article X, Section 29 of the constitution on November 8, 2016, staff is requesting time to research, prepare and where necessary address the City's Land Development Code (LDR) in regards to cannabis dispensing facilities.

The constitutional amendment became effective on January 3, 2017, subject to the adoption and publication of rules and regulations to be adopted by the Department of Health for the State of Florida within six months of the effective date of the constitutional amendment, therefore the moratorium will provide staff with time to review the rules and regulations set forth by the Department of Health.

ANALYSIS

The City of Lauderdale Lakes Comprehensive Plan sets forth a “Vision” of what citizens perceived in looking towards the future, to achieve and maintain a sustainable distribution of land uses, intensities, and building forms with engaging architecture that line safe and attractive street corridors, all of which elements combine to foster community identity, citizen interaction and community pride, and to protect and enhance the public health, safety, welfare, and convenience.

Why does the City need to enact a moratorium on new cannabis dispensing facilities? The City, along with many other jurisdictions across the state are adjusting and researching the effects that approved constitution amendment Article X, Section 29 will have on its community. Accordingly, a moratorium will afford the City staff sufficient time to conduct necessary planning efforts to implement the long range vision for making necessary changes to the Land Development Code to remain consistent with the City’s Comprehensive Plan.

Why are the existing land development regulations on cannabis dispensing facilities inadequate? Presently, the City’s LDRs does not provided for or address cannabis facilities, this moratorium will implement the necessary code changes to the Land Development Code to remain consistent with the City’s Comprehensive Plan.

What are the limitations and concerns of this moratorium? Although the moratorium will be in the public interest while staff develop and adopt a strategy to respond to the development of new cannabis dispensing facilities within the City, there is always a likelihood that such a moratorium could result in a challenge to its validity.

RECOMMENDATION(S)

The enclosed Moratorium Ordinance is now complete and ready for consideration at First Reading. Staff recommends approval of a Moratorium for twelve (12) months to expire January 31, 2018.

FISCAL IMPACT

This moratorium may have a fiscal impact, but that is yet to be determined.

Attachment(s): Proposed Ordinance

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION ON THE RED LIGHT SAFETY CAMERA PROGRAM (TIME CERTAIN: 5:45 PM)

Summary

This is a discussion regarding the Red Light Safety Camera Program.

Staff Recommendation

Background:

(see attached backup documentation)

Funding Source:

Not applicable

Sponsor Name/Department: Phil Alleyne, City Manager

Meeting Date: 1/9/2017

ATTACHMENTS:

Description	Type
❑ Backup - Red Light Safety Camera Program Chronology	Backup Material
❑ Backup - Ordinance 2014-04 Establishing Red Light Safety Camera Program	Backup Material
❑ Backup - American Traffic Solutions Contract	Backup Material

OVERVIEW OF RED LIGHT SAFETY CAMERA INITIATIVE

HISTORICAL BACKGROUND

In April 27, 2010, the Florida Senate passed House Bill 325 (HB 325), known as the Mark Wandall Traffic Safety Act which authorized the use of traffic infraction detectors (red light cameras) to enforce the provision of Chapter 316, Florida Statutes. In accordance with HB 325, the Mark Wandall Traffic Safety Act was in effect on July 1, 2010. In summary, the Act imposed the following requirements for counties and municipalities that utilized cameras as a means to identify motorists that fail to stop at a red light:

- Install signage at intersections indicating the use of traffic infraction detectors
- Issue a citation to the registered owner(s) of the vehicle involved in the traffic infraction; provide an opportunity to review the photographic or video evidence
- Impose a \$158 penalty for any violations of 316.074(1) or 316.075(1)(c)1, Florida Statutes; The municipality gets \$75 and the remainder goes to the State of Florida Department of Revenue
- Impose the applied penalty totaling \$150 plus court costs and associated fees up to \$98
- Submit an annual report to the Department of Highway Safety and Motor Vehicles which reports the results of the detectors and the procedures for enforcement

Prior to the passage of the Mark Wandall Traffic Safety Act, there were failed attempts to adopt legislation. Some Florida legislators were initially not supportive of the use of the cameras to enforce the law because the overall intent appeared to be a strategy to generate revenue at the expense of individuals that have “privacy rights and liberties.” As the Mark Wandall Traffic Safety Act and companion bills gained traction, concerns heightened to include individuals, from the public and private sector, who believed the Act was unconstitutional and used merely to generate revenue for local and state governmental entities that were facing large budget shortfalls during the economic downturn. On the other hand, there were representatives, from the public and private sector, that considered the Mark Wandall Traffic Safety Act to be a viable approach to prevent fatalities that occurred on major thoroughfares at an increasing rate.

The U.S. Department of Transportation National Highway Traffic Safety Administration developed an Informational Guide (Signalized Intersections) which outlined some of the potential benefits and concerns noted by participating counties and municipalities (see chart below).

Characteristics	Potential Benefits	Potential Concerns
Safety	Reduced red-light running and angle crashes	Increased rear-end crashes
Operations	None Identified	Changes to signal timing must be addressed when an agency installs red light cameras.
Multimodal	Pedestrians and bicyclists benefit from reduced red-light running.	None Identified
Physical	None Identified	Additional equipment installed along the roadside
Socioeconomic	Fines generated by citations typically cover the cost of camera installation and operation	Fine revenue in excess of program operating costs can be a source of controversy - *
Enforcement, Education and Maintenance	Enforcement should be accompanied by public information and education.	Maintenance of installed equipment

Derived from U.S. Department of Transportation National Highway Traffic Safety Administration, Signalized Intersections Informational Guide

*Most recent legislative act requires that red light safety programs be revenue neutral

From a National perspective, it was noted that municipalities were realizing large drops in red light running violations in a short period of time. In the National Cooperative Highway Research Program (NCHRP) Report 729: *Automated Enforcement for Speeding and Red Light Running*, case studies indicated positive safety performance results in a short period of time.

In 2010 and 2011, discussions ensued in the City of Lauderdale Lakes regarding the use of red light safety cameras. The Commission considered the adoption of the proposed Red Light Running Safety Initiative which entailed the deployment of cameras near the intersection of State Road 7 and Oakland Park Boulevard along with other intersections throughout the City. After much deliberation, the Commission did not adopt legislation in support of the Red Light Running Safety Initiative.

In 2012, participating counties and municipalities were able to measure the effectiveness of the Red Light Safety Camera Initiative. In doing so, some governmental entities discovered that the start-up, operational, and administrative costs exceeded the revenue collected from the fines. Some cities faced difficulties with processing the voluminous amount of citations within the sixty (60) day timeframe. The process of conducting hearings to allow individuals to contest the citation proved to be overwhelming as hundreds of individuals attended the mandatory hearings. Ultimately, some municipalities opted to eliminate the Red Light Safety Camera Program. However, other municipalities did not have the same issues. The City of Fort Lauderdale, for instance, expanded its program to add cameras in other areas of the City. Some municipalities made program adjustments and focused on areas that reported high traffic infractions.

Changes were made through legislation to ensure that the program was manageable and financially viable. One of the primary concerns mentioned was the financial impact on municipalities that found the program to be cost prohibitive. Participating municipalities worked in collaboration with the selected vendor(s) to develop a program that was cost-effective and revenue neutral.

In 2013, the State of Florida expected to generate \$100 million. Participating cities included Boca Raton, Coral Springs, Davie, Fort Lauderdale, Hallandale, Hollywood, Margate, Sunrise, Tamarac and West Park. On June 12, 2013, House Bill 7125 (HB 7125) passed to 1) allow the selection of City employees or designated persons to serve as the Hearing Officer, 2) move the date from 30 to 60 days given to file an appeal and 3) allow the withholding of license plate renewal if the owner fails to pay the ticket.

At the Commission Workshop scheduled in December 2013, Mr. Greg Parks, representative of American Traffic Solutions (ATS), proposed the establishment of a public/private partnership for the implementation of a red light safety camera technology and system within the City of Lauderdale Lakes. American Traffic Solutions is known as a leading provider of technology enabled business and service solutions for road safety camera operations, namely in the State of Florida. Mr. Parks provided statistics, presented articles regarding the effectiveness of the program and presented a video demonstrating the red light safety camera's ability to identify traffic infractions. The City Manager was instructed to obtain additional information on the red light camera safety program which was provided at the next meeting.

In 2014, Ordinance No. 2014-04 provided for the establishment of a Red Light Safety Camera Program. Thereafter, American Traffic Solutions (ATS) was selected as the qualified vendor to manage the program. The Lauderdale Lakes profile was defined and proposed camera locations were identified based on historical vehicular accident reports. To date, cameras have been installed west of State Road 7 and east of the Florida Turnpike.

LAUDERDALE LAKES PROFILE AND PROPOSED CAMERA LOCATIONS

The City of Lauderdale Lakes' major intersection is situated on State Road 7 (SR7) and Oakland Park Boulevard (OPB). Characteristics of the intersection are as follows:

- State Road 7/U.S. 441 - vehicular travel runs from Miami Dade County to Palm Beach County
- Oakland Park Boulevard - vehicular travel runs from AIA to the Everglades
- Daily Traffic Count – over 100,000 vehicles per day
- East/West and North/South – eight lanes

Proposed Locations			
Director	Street	Cross-street	Lanes
EB	W Oakland Park Blvd / SR 816	Dr. ML King Jr. Boulevard / NW 31st Ave	4
EB	Oakland Park Blvd / SR 816	NW 48th Ave	3
WB	Oakland Park Blvd / SR 816	NW 48th Ave	4
EB	Oakland Park Blvd / SR 816	NW 50th Ave / NW 49th Ave	3
NB	SR 7 / US 441	Oakland Park Blvd / SR 816	4
SB	SR 7 / US 441	Oakland Park Blvd / SR 816	6
EB	Oakland Park Blvd / SR 816	SR 7 / US 441	4
WB	Oakland Park Blvd / SR 816	SR 7 / US 441	4

In 2015, there were concerns that tickets were issued and enforced by non-sworn law enforcement officers. These concerns prompted some municipalities to revise the program and delegate the law enforcement function to the appropriate Officers. Some municipalities stopped operating the red light safety camera program until this matter was resolved. Pending cases in the Florida Supreme Court will provide definitive ruling that could result in the reimbursement of the \$158 citations issued. In 2014, over 900,000 tickets were issued based on data from the Florida Department of Highway Safety and Motor Vehicles. Over 70 cities in Florida are monitoring rulings from the Florida Supreme Court to determine the next course of action.

At this time, the approved Red Light Safety Camera Program is not in operation. A discussion is warranted to provide an update on the status of the traffic safety program from a regulatory, legal and economic standpoint.

Should the Commission decide to proceed, the City Manager will work with the necessary parties to devise a plan of action. Such steps include, but are not limited to:

- Coordinate contractual services and make any necessary program modifications
- Gain approval from the appropriate government agency for the installation of cameras; Gain approval from the appropriate agencies to access a power source near the intersection
- Communicate with the appropriate agencies to discuss the potential adjustments in traffic signal timing, vicinity of technology used to sync with the traffic signal
- Develop process and procedures for the issuance of traffic citations and facilitating the hearing
- Provide the necessary computer technology and training
- Develop and distribute educational materials related to the Red Light Safety Camera Program
- Coordinate and implement the program in compliance with state law
- Complete and submit the required reports to the State of Florida

The outcome of the program is to modify driver behavior to decrease traffic infractions due to red light running. Pedestrians, passengers and bicyclists have been deemed to be the most vulnerable due to impacts from motor vehicles that fail to stop at a red light. Developing an informational guide that outlines the gist of the program, red light safety camera locations, public hearing process and use of funds would be included.

It is important to develop clear procedures for issuing and processing citations and notices of violations. Communication between the Broward Sheriff's Office and/or vendor would be critical in this process. Fines and associated fees collected would be used to offset program costs. Pursuant to Ordinance No. 2014-04, the revenue generated would be utilized for roadway improvements and related safety initiatives.

Approved

ORDINANCE 2014-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, FLORIDA, AMENDING SECTIONS 86-40 THROUGH 86-43 OF ARTICLE III OF CHAPTER 86 OF THE CODE OF ORDINANCES AND CREATING NEW SECTIONS 86-44 THROUGH 86-54 OF ARTICLE III OF CHAPTER 86 OF THE CODE OF ORDINANCES; PROVIDING FOR INTENT AND DEFINITIONS; ESTABLISHING A RED LIGHT SAFETY CAMERA PROGRAM WITHIN THE CITY; AUTHORIZING THE CITY TO PERMIT AND IMPLEMENT THE USE OF UNMANNED CAMERAS/MONITORING DEVICES FOR RED LIGHT INFRACTIONS; PROVIDING ENFORCEMENT PROCEDURES, INCLUDING NOTICE, APPEAL HEARINGS, PENALTIES, IMPOSITION OF ADMINISTRATIVE CHARGES AND COLLECTION; PROVIDING FOR EXCEPTIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") is located in a high density traffic area and regularly experiences traffic incidents related to the failure of motorists to obey duly erected traffic control devices, exposing its citizens to the dangers of personal injury and property damage, and

WHEREAS, the City Commission of the City of Lauderdale Lakes is continually concerned with the inability to sufficiently enforce the State statutes prohibiting running of red lights, due mainly to the requirement that enforcement of the State law requires the personal observation of police officers, affecting the ability to effectively reduce the significant dangers presented to motorists and pedestrians by the failure to stop for a red light, and

WHEREAS, the use of unmanned cameras to enforce toll violations on the State's system of toll roads has been determined to be fair, reasonable and

sufficient by the State in order to effectively enforce laws regulating the payment of tolls without the need to commit the extreme amount of personnel that would be necessary without the use of unmanned cameras, and

WHEREAS, similarly, the use of unmanned cameras will be effective in enforcing laws requiring vehicles to stop for red lights; therefore, freeing City police personnel to respond to other, and sometimes more, significant incidents as well as serious crime, and

WHEREAS, local governments in different parts of the State and Nation have demonstrated the enhancement of vehicular and pedestrian traffic safety attributable to the integration of automated image capture technologies with traditional traffic law enforcement methodology, and

WHEREAS, Section 316.008, *Florida Statutes*, grants municipalities, with respect to streets and highways under their jurisdictions and within the reasonable exercise of the police power, the authority to regulate and monitor traffic by means of law enforcement officers and security devices, and

WHEREAS, the City of Lauderdale Lakes has home rule authority pursuant to Article VII, Section 2 of the *Constitution of the State of Florida* and Chapter 166, *Florida Statutes*, to enact an ordinance making the failure to stop for a red light indication a code violation of the City's Code of Ordinances, and to provide for enforcement of such violations, of the City's Code of Ordinances through the use of the City's Code Enforcement Special Masters, and

WHEREAS, in order to be consistent with state law and the Attorney General's Opinion, the City will issue City Notices of Violations to registered

owners of vehicles, will not utilize the uniform traffic citations prescribed by Chapter 316, *Florida Statutes*, and will not prosecute offenses of its City Code through the County Court, thus the City's code enforcement program, and

WHEREAS, the City Commission finds it to be fair and reasonable to use the same procedure used by the state to enforce toll violations through unmanned cameras, and to provide alleged violators with the opportunity to have a hearing within the City using a Special Magistrate and the City's code enforcement procedures adopted pursuant to Chapter 162, *Florida Statutes*, and set forth in Chapter 30 of the Code of Ordinances, and

WHEREAS, the City Commission of the City of Lauderdale Lakes finds that implementation of the enforcement program as set forth herein will promote, protect and improve the health, safety and welfare of its citizens, consistent with the authority of and limitations on the City pursuant to the *Constitution of the State of Florida* and the *Florida Statutes*,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES as follows:

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. AMENDMENT: Section 86-40 of Article III of Chapter 86 of the Code of Ordinances is hereby amended to read as follows:

Section 86-40 The purpose of this Act is to authorize the use of unmanned cameras/monitoring system to promote compliance with red light signal directives as proscribed by this Act, and to adopt a civil enforcement system for red light signal violations. This Act will

also supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit law enforcement officers from issuing a citation for a red light signal violation in accordance with normal statutory traffic enforcement techniques.

SECTION 3. AMENDMENT: Section 86-41 of Article III of Chapter 86 of the Code of Ordinances is hereby amended to read as follows:

Section 86-41 Use of Image Capture Technologies.

The City shall utilize image capture technologies as a supplemental means of monitoring compliance with laws related to traffic control signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This Section shall not supersede, infringe, curtail or impinge upon state laws related to red light signal violations or conflict with such laws. The City shall utilize image capture technologies as an ancillary deterrent to traffic control signal violations and to thereby reduce accidents and injuries associated with such violations. Notices of infractions issued pursuant to this Act shall be addressed using the City's own Special Magistrates and not uniform traffic citations or County Courts.

SECTION 4. AMENDMENT: Section 86-42 of Article III of Chapter 86 of the Code of Ordinances is hereby amended to read as follows:

Section 86-42 Definitions.

(a). *Intersection* shall mean the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.

(b). *Motor vehicle* shall mean the self-propelled vehicle not operated upon rails or guideways, but not including any bicycle, motorized scooter, electric personal assisted mobility device, or moped.

(c). *Notice of Infraction* shall mean a citation issued for a Red Zone Infraction.

(d). *Owner/Vehicle Owner* shall mean the person or entity identified by the Florida Department of Highway Safety and Motor Vehicles or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six (6) months or more.

(e). *Recorded Images* means images recorded by a traffic control signal monitoring system/device:

1. On:

Two (2) or more photographs, or

Two (2) or more electronic images; or

Two (2) or more digital images, or

Digital or video movies; or

Any other medium that can display a violation, and

2. Showing the rear of a motor vehicle and on at least one (1) image, clearly identifying the license plate number of the vehicle.

(f). *Red Zone Infraction* shall mean a traffic offense whereby a traffic control signal monitoring system established that a vehicle entered an intersection controlled by a duly erected traffic control device at a time when the traffic control signal for such vehicle's direction of travel was emitting a steady red signal.

(g). *Special Magistrate* shall mean the City's Special Magistrate.

(h). *Traffic Control Signal* shall mean a device exhibiting different colored lights or colored lighted arrows, successively, one at a time, or in combination, using only the colors green, yellow, and red which indicate and apply to drivers of motor vehicles as provided in Section 316.075, *Florida Statutes*.

(i). *Traffic Control Signal Monitoring System/Device* shall mean an electronic system consisting of one or more vehicle sensors, working in conjunction with a traffic control signal, still cameras and video recording device, to capture and produce recorded images of motor vehicles entering an intersection against a steady red light signal indication.

SECTION 5. AMENDMENT: Section 86-43 of Article III of Chapter 86 of the Code of Ordinances is hereby amended to read as follows:

Section 86-43 Adherence To Red Light Traffic Control Signals.

Motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal; however, the driver of a motor vehicle which is stopped at a clearly marked stop line, or if none, at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device), but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection.

SECTION 6. CREATION: Section 86-44 of Article III of Chapter 86 of the Code of Ordinances is hereby created to read as follows:

Section 86-44 Violation.

A violation of this Act, known as a Red Zone Infraction, shall occur when a vehicle does not comply with the requirements of Section . Violations shall be enforced pursuant to Section _____ herein.

SECTION 7. CREATION: Section 86-45 of Article III of Chapter 86 of the Code of Ordinances is hereby created to read as follows:

Section 86-45 Six-month Notice; Introductory Period.

For the first six months of this Act, unless the driver of a vehicle received a citation from a police officer at the time of a Red Zone Infraction in accordance with normal traffic enforcement techniques, the vehicle owner shall receive a courtesy notice of the violation. Commencing six months after the effective date of the Act, the vehicle owner is subject to the enforcement provision as provided herein.

SECTION 8. CREATION: Section 86-46 of Article III of Chapter 86 of the Code of Ordinances is hereby created to read as follows:

Section 86-46 Review Of Recorded Images.

(a). The owner of the vehicle which is observed by recorded images committing a Red Zone Infraction, shall be issued a Notice of Infraction. The recorded image shall be sufficient grounds to issue a City Notice of Infraction.

(b). The City shall designate a Traffic Control Infraction Review Officer, who shall meet the qualifications set forth in Section 316.640(5)(a), *Florida Statutes*, or any other relevant statute, as a traffic control infraction review officer. The Traffic Control Infraction Review Officer shall review recorded images prior to the issuance of a Notice of Violation/Infraction to ensure accuracy and the integrity of the recorded images. The Traffic Control Infraction Review Officer shall also verify that the traffic control monitoring system/devices that captured the recorded images was functioning properly at the time the recorded images were captured. Once the Traffic Control Infraction Review Officer has verified the accuracy of the recorded images and functionality of the traffic control monitoring system/devices, he or she shall complete a report, and a Notice of Violation/Infraction shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or any other state vehicle registration office.

SECTION 9. CREATION: Section 86-47 of Article III of Chapter 86 of the Code of Ordinances is hereby created to read as follows:

Section 86-47 Notice Of Violation/Infraction.

(a). The Notice of Violation/Infraction shall include.

- (1). The name and address of the vehicle owner;
- (2). The license plate number and registration number of the vehicle;
- (3). The make, model, and year of the vehicle;
- (4). Notice that the violation charged is pursuant to this Act;
- (5). The location of the intersection where the violation occurred;
- (6). The date and time of the Red Zone Infraction;

(7). Notice that the recorded images relating to the vehicle and a statement that the recorded images are evidence of a Red Zone Infraction;

(8). The civil penalty imposed;

(9). Images depicting violation;

(10). The procedures for payment of the civil penalty and contesting the notice of infraction;

(11). A signed statement by the Traffic Control Infraction Review Officer that, based on inspection of recorded images, the vehicle was involved in a Red Zone Infraction;

(12). Information advising the person alleged to be liable under this Section, the manner and time in which liability as alleged in the notice of infraction may be appealed and warning that failure to pay the civil penalty or to contest liability in a timely manner is an admission of liability.

SECTION 10. CREATION: Section 86-48 of Article III of Chapter 86 of the Code of Ordinances is hereby created to read as follows:

Section 86-48 Vehicle Owner Responsibilities.

(a). A vehicle owner receiving a Notice of Infraction may, within twenty-one (21) days of the date of the date of the Notice of Infraction:

(1). Pay the assessed civil penalty pursuant to instructions on the notice of infraction; or

(2). Request an appeal pursuant with procedures as outlined in this Act.

(b). The failure to comply with the provisions of this Section within twenty-one (21) days from the date of the Notice of Infraction shall constitute a waiver of the right to contest the Notice of Infraction and will be considered an admission .

SECTION 11. CREATION: Section 86-49 of Article III of Chapter 86 of the Code of Ordinances is hereby created to read as follows:

Section 86-49 Appeal To Special Magistrate.

(a). The City's Special Magistrates are authorized to consider appeals under this Act within twenty one (21) days of the date of the Notice of Infraction, the vehicle owner may file an appeal with the City pursuant to the directions in the Notice of Infraction. A hearing on the appeal shall be scheduled for all appeals except those in which the vehicle owner submits an affidavit pursuant to Section 86.50, in which the vehicle owner affirms under penalty of perjury that the vehicle was not under his or her care, custody or control, or that of someone with the vehicle owner's consent.

(b). Upon receipt of the appeal, the City shall schedule a hearing before the hearing officer to occur not later than sixty (60) days after City's receipt of the appeal request. A notice of hearing shall be provided to the owner no less than ten (10) days prior to the hearing, and shall be delivered via certified U.S. mail to the same address to which the Notice of Infraction was sent.

(c) The following shall be permissible grounds for an appeal:

- (i) At the time of the infraction, the vehicle was not under the care, custody, or control of the Vehicle Owner or an individual with Vehicle Owner's consent. established pursuant to affidavit as provided in Section 86.50;
- (ii) The motor vehicle driver was issued a citation by a law enforcement officer, which was separate and distinct from the citation issued under this Section, for violating the steady red traffic control signal;
- (iii) The motor vehicle driver was required to violate the steady red traffic control signal in order to comply with other governing laws;
- (iv) The motor vehicle driver was required to violate the steady red traffic control signal in order to reasonably protect the property or person of another;
- (v) The steady red traffic control signal was inoperable or malfunctioning, or
- (vi) Any other reason the Special Magistrate deems appropriate.

(d) The Traffic Control Infraction Review Officer shall testify at the appeal, then, the Vehicle Owner may present testimony and evidence.

(e) Recorded Images indicating a Red Zone Infraction, verified by the

Traffic Control Infraction Review Officer, are admissible in any proceeding before the City's Special Magistrate to enforce the provisions of this Chapter, and shall constitute prima facie evidence of the violation.

(f) Unless an affidavit is provided pursuant to Section 86.50, it is presumed the person registered as the vehicle owner with the Florida Department of Motor Vehicles or any other state vehicle registration office, or an individual having the owner's consent, was operating the vehicle at the time of a Red Zone Infraction.

SECTION 12. CREATION: Section 86-50 of Article III of Chapter 86

of the Code of Ordinances is hereby created to read as follows:

Section 86-50 Vehicle Owner Affidavit of Non-responsibility.

In order for the Vehicle Owner to establish that the motor vehicle was at the time of the Red Zone Infraction, in the care, custody, or control of another person without the consent of the registered owner, the Vehicle Owner is required, within twenty one (21) days from the date listed on the Notice of Infraction, to furnish to the City, an affidavit setting forth the circumstances demonstrating that the motor vehicle was not in the Vehicle Owner's care custody or control, or that of a person with Vehicle Owner's consent. The affidavit must be executed in the presence of a notary, and include:

(a) If known to the Vehicle Owner, the name, address, and the driver license number of the person who leased, rented or otherwise had care, custody, or control of the motor vehicle at the time of the alleged Red Zone Infraction;

(b) If the vehicle was stolen, the police report indicating the vehicle was stolen at the time of the alleged Red Zone Infraction, and.

(c) The following language immediately above the signature line: "Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true."

Upon receipt of an affidavit pursuant to this section, any prosecution of the Notice of Infraction issued to the vehicle owner shall be terminated.

SECTION 13. CREATION: Section 86-51 of Article III of Chapter 86

of the Code of Ordinances is hereby created to read as follows:

Section 86-51 Penalties.

A violation of this Act shall be deemed a non-criminal, non-moving violation for which a civil penalty in the amount of \$125.00 shall be assessed. As the violation relates to this Act and not the State Statutes, no points as provided in §322.27, Florida Statutes, shall be recorded on the driving record of the vehicle owner or responsible party.

SECTION 14. CREATION: Section 86-52 of Article III of Chapter 86 of the Code of Ordinances is hereby created to read as follows:

Section 86-52 Administrative Charges.

In addition to the assessment pursuant to Section 86.51 herein, administrative charges may be assessed in the event of an appeal or the necessity to institute collection procedures

SECTION 15. CREATION: Section 86-53 of Article III of Chapter 86 of the Code of Ordinances is hereby created to read as follows:

Section 86-53 Collection of Fines.

The city may establish procedures for the collection of a penalty imposed herein, and may enforce such penalty by civil action in the nature of a debt.

SECTION 16. CREATION: Section 86-54 of Article III of Chapter 86 of the Code of Ordinances is hereby created to read as follows:

Section 86-54 Exceptions.

This Act shall not apply to Red Zone Infractions involving vehicle collisions or to any authorized emergency vehicle responding to a bona fide emergency, nor shall a Notice of Infraction be issued in any case where the operator of the vehicle was issued a citation for violating the state statute regarding the failure to stop at a red light indication.

SECTION 17. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 18. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

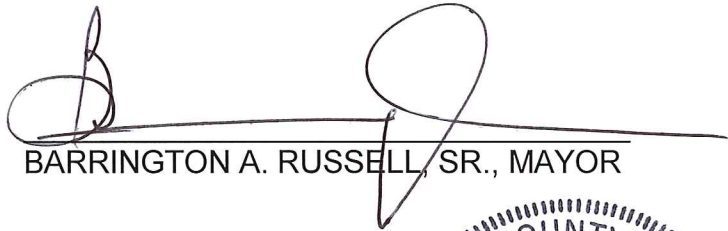
SECTION 19. INCLUSION IN CODE: It is the intention of the City Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lauderdale Lakes and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 20. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.


PASSED ON FIRST READING IN FULL/BY TITLE ONLY, UPON APPROVAL OF AT LEAST FIVE (5) AFFIRMATIVE VOTES OF THE CITY COMMISSIONERS, ON THE 25th DAY OF FEBRUARY, 2014.

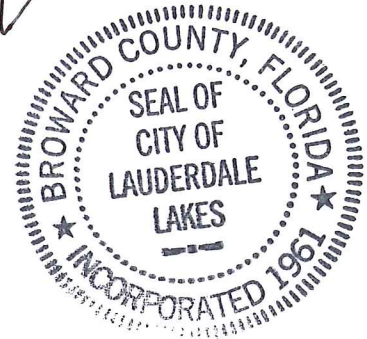
PASSED ON SECOND READING BY TITLE ONLY THE 11TH DAY OF MARCH, 2014.

ADOPTED AND PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD ON THE 11TH DAY OF MARCH, 2014.


BARRINGTON A. RUSSELL, SR., MAYOR

ATTEST:


LOLITA CODRINGTON, CITY CLERK
JCB:jl
Sponsored by: COMMISSIONER LEVOYD WILLIAMS



VOTE:

Vice-Mayor Eileen Rathery	<u>X</u>	(For)	_____	(Against)	_____	(Other)
Commissioner Edwina Coleman	<u>X</u>	(For)	_____	(Against)	_____	(Other)
Commissioner Eric Haynes	<u>X</u>	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria Lewis	<u>X</u>	(For)	_____	(Against)	_____	(Other)
Commissioner Levoyd Williams	<u>X</u>	(For)	_____	(Against)	_____	(Other)
Commissioner Patricia Williams	<u>X</u>	(For)	_____	(Against)	_____	(Other)

PROFESSIONAL SERVICES AGREEMENT

This *Professional Services Agreement* which includes the attached Exhibits ("this Agreement") is between American Traffic Solutions, Inc. ("ATS" or "Vendor"), with its principal place of business at 1330 West Southern Avenue, Tempe, Arizona, and the City of Lauderdale Lakes, Florida ("Customer"), with principal offices at 4300 NW 36th Street, Lauderdale Lakes, FL 33319. This Agreement sets forth the terms and conditions under which ATS will furnish the Services described herein to Customer.

WITNESSETH:

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes for the enforcement of red-light violations through the use of traffic infraction detectors, as defined in Section 316.003(86) of the Florida Statutes, referred to collectively as the "Axis System" ("Axis System"), and

WHEREAS, CUSTOMER desires to use the Axis System to monitor and enforce traffic violations and to issue citations for said traffic violations, and

WHEREAS, CUSTOMER awarded this Agreement to ATS pursuant to Article XIII of Chapter 82 of the Code of Ordinances, the CUSTOMER'S purchasing ordinance, which permits the CUSTOMER to purchase services under a contract of another governmental agency or municipality that was awarded pursuant to competitive bids based on clearly defined specifications, and this Agreement is substantially in the form of the contract, as amended, issued to ATS by the City of Tamarac, Florida, pursuant to a competitive bid, RFP No. B-11-03, based on clearly defined specifications.

The attached Exhibits include:

Exhibit A.....SERVICE FEE SCHEDULE
Exhibit B.....SCOPE OF WORK
Exhibit C.....INITIAL CAMERA LOCATIONS
Exhibit D.....DMV SUBSCRIBER AGREEMENT

NOW, THEREFORE, the parties agree as follows:

This Agreement is effective upon the last date as shown on the signature page (the "Effective Date").

- 1.0 Definitions. All definitions set forth in Chapter 14.5, Section 3, City Code of Ordinances, and Laws of Florida, Chapter 2010-80 are incorporated herein. In addition, the following words and phrases shall have the following meanings in this Agreement:
- 1.1. "Authorized Employee" means the Traffic Infraction Enforcement Officer, whose duties and qualifications are set forth in the City Ordinance and the State Law.
 - 1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a Notice of Violation in the form of an Electronic Signature is given by the Authorized Employee by using the Vendor System.
 - 1.3. "Broward Sheriff's Office (BSO)" means the Broward Sheriff's Office – Lauderdale Lakes District, an agency which provides all police services to the City of Lauderdale Lakes on a contractual basis pursuant to an Agreement authorized by City of Lauderdale Lakes Resolution No. 2013-

48. For purposes of this Agreement, the BSO serves as the City's Chief Law Enforcement Officer.

- 1.4. "City Ordinance 2014-04" means Ordinance 2014-04, adopted March 11, 2014, which governs the City's enforcement program
- 1.5. "Civil Fee" means the penalty assessed for violations of Sections 316.074(1) or 16.075(1)(c)1, Florida Statutes, pursuant to Section 316.0083, Florida Statutes, as may be amended or recodified from time to time.
- 1.6. "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, City's or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:
 - 1.6.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or City's, or at which such Person sells or has sold its services; and
 - 1.6.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
 - 1.6.3. Notwithstanding the foregoing, Confidential Information will not include information that:
 - (i) is a public record, and not otherwise exempt, pursuant to Florida law; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iv) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (v) was required by a court of competent jurisdiction to be described, or (vi) was required by applicable state law to be described.
- 1.7. "Designated Intersection" means the Intersections as Vendor and the City shall mutually agree from time to time through the parties' Project Managers as provided in Exhibit A.
- 1.8. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Notice of Violation and Traffic Citation in respect of a potential Violation using the Vendor System.
- 1.9. "Enforcement Documentation" means the necessary and appropriate documentation related to the enforcement of a Violation pursuant to the State Law including but not limited to Notices of Violation (using the specifications of the State Law), instructions to accompany each issued Notice of Violation as required by State Law (including in such instructions a description of basic enforcement procedures, payment options and information regarding the viewing of images and data collected by the Vendor System), Traffic Citations, chain of custody records, document mailing detail report, Notice of Intent to Rely on Business Records pursuant to Section

90.803(6)(c), Florida Statutes criteria regarding operational policies for processing Notices of Violations and Traffic Citations (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for a hearing in traffic court, and before the City's special magistrate, if necessary.

- 1.10. "Equipment" means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Vendor Photo Red Light System(s), including but not limited to all camera systems, housings, sensor arrays, servers and poles.
- 1.11. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.12. "Intellectual Property" means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person, consistent with the definition of such terms in Florida Statutes.
- 1.13. "Notice of Violation" shall mean the Notice of a Violation, which is mailed or otherwise delivered by Vendor to the alleged violator on the appropriate Enforcement Documentation in respect of each Authorized Violation pursuant to the requirements of the State Law.
- 1.14. "Notice Period" shall mean the period of time signage and other notice is provided for a new enforcement location as may be required by the City Commission of the City.
- 1.15. "Notice to Proceed" shall mean written direction from the City Manager to Vendor to proceed with any work under this Contract, including without limitation installation of equipment at specified locations.
- 1.16. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.17. "Project Manager" means the project manager appointed by the City in accordance with this Agreement, which shall be the City Manager, or his designee and shall be responsible for overseeing the installation of the Intersection and the implementation of the Red Light Photo Enforcement Program, and which manager shall have the power and authority to make management decisions relating to the City's obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the City's Charter or Ordinance or by the City Commission.
- 1.18. "Potential Violation" means, with respect to any motor vehicle passing through a Designated Intersection, the data collected by the Vendor System with respect to such motor vehicle, which data shall be processed by the Vendor System for the purposes of allowing the Authorized Employee to review such data and determine whether a Violation has occurred.
- 1.19. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts,

agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.

- 1.20. "State Law" means those statutes adopted and enacted pursuant to Laws of Florida, Chapter 2010-80, as may be amended or recodified from time to time.
- 1.21. "Traffic Citation" means the traffic citation authorized by the State Law to be mailed to the registered owner of a motor vehicle when payment or an affidavit in compliance with the State Law is not timely received after a Notice of Violation is sent to the registered owner of a motor vehicle involved in a Violation.
- 1.22. "Traffic Infraction Enforcement Officer" means any individual designated by the City through its Chief Law Enforcement Officer to review Potential Violations, authorize the issuance of Notices of Violation and Uniform Traffic Citations, as well as take any other action authorized by the state law, and who shall meet the requirements of State Law.
- 1.23. "Vendor Marks" means all trademarks registered in the name of Vendor or any of its affiliates, such other trademarks as are used by Vendor or any of its affiliates on or in relation to Photo Red Light Enforcement at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Vendor, and all modifications or adaptations of any of the foregoing.
- 1.24. "Vendor Project Manager" means the project manager appointed by Vendor in accordance with this Agreement, which project manager shall initially be named by the Vendor within 14 calendar days of the execution of this Agreement or such person as Vendor shall designate by providing written notice thereof to the City from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersections and the implementation the Photo Red Light Enforcement Program, and who shall have the power and authority to make management decisions relating to Vendor's obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.25. "Vendor Photo Red Light System" means, collectively, the Red Light Photo Enforcement Program provided by Vendor and all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property relating thereto.
- 1.26. "Violation" means any violations of Sections 316.074(1) or 316.075(1)(c)1, Florida Statutes, enforceable pursuant to Section 316.0083, Florida Statutes, as may be amended or recodified from time to time.
- 1.27. "Violation Data" means the images and other data gathered by the Vendor System at the Designated Intersection to support a Potential Violation.
- 1.28. "Photo Red Light Enforcement Program" means the process pursuant to the State Law by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Vendor, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of identifying Violations and recording such Violation Data in the form of photographic images of motor vehicles.
- 1.29. "Photo Red Light Violation Criteria" means the standards and criteria by which Potential Violations will be evaluated by the Broward Sheriff's Office – Lauderdale Lakes District, which

standards and criteria shall include, but are not limited to, the definition of a Red Zone Violation set forth in the State Law, relying upon the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.

- 1.30. "Traffic Signal Controller Boxes" means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.
- 2.0 Term. The term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of three (3) years beginning four (4) months after the date of the initial Notice to Proceed issued pursuant to Exhibit "G" (the "Initial Term"). The City shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional, two (2) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The City may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Vendor not less than sixty (60) calendar days prior to the last day of the Initial Term or the Renewal Term, as the case may be. This notice period may be waived by the agreement of the parties.
- 3.0 Requirement for Notice of Proceed. Vendor shall not commence any work under this Agreement until such a time as a formal Notice to Proceed is issued in writing by the City. Any work commenced without authorization shall be at the vendor's risk, and the City shall not be liable for any actions or responsible for any payments as a result of the commencement of such unauthorized work.
- 4.0 Services. Vendor shall provide the Photo Red Light Enforcement Program to the City, in each case in accordance with the terms and provisions of the State Law.
 - 4.1. Installation. With respect to the construction and installation of the Designated Intersection and the installation of the Vendor System at such Designated Intersection, the City and Vendor shall have the respective rights and obligations set forth on Exhibit B attached hereto.
 - 4.2. Maintenance. With respect to the maintenance of the Vendor System at the Designated Intersections, the City and Vendor shall have the respective rights and obligations set forth on Exhibit C attached hereto.
 - 4.3. Violation Processing. Violations shall be processed as set forth on Exhibit D.
 - 4.4. Prosecution. The City shall diligently prosecute Notices of Violation and Traffic Citations pursuant to the State Law.
 - 4.5. Other Rights and Obligations. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Vendor and the City shall have the respective rights and obligations set forth on Exhibit F attached hereto.
 - 4.6. Change Orders. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Vendor, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Vendor's receipt of a Change Order Notice, Vendor shall deliver a written statement describing the effect, if any, the proposed changes would have on the terms set forth in Exhibit F (the "Change Order Proposal"), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other

information relating to the proposed changes reasonably requested by the City. Following the City's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 17.0.

5.0 License; Reservation of Rights.

5.1. License

5.1.1. Subject to the terms and conditions of this Agreement, Vendor hereby grants the City, and the City hereby accepts from Vendor upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City, access and use the Vendor System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Notices of Violation pursuant to the terms of this Agreement, and to print copies of any content posted on the Vendor System in connection therewith, (b) disclose to the public (including outside of the City) that Vendor is providing services to the City in connection with Photo Red Light Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the Vendor Marks on or in marketing, public awareness or education, or other publications or materials relating to the Photo Red Light Enforcement Program, so long as any and all such publications or materials are approved in advance by Vendor.

5.1.2. License for City Information. ATS acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to City are proprietary marks and ATS will not use the marks for any purpose except as expressly permitted in writing by the City. Upon termination of this Agreement, ATS shall immediately and permanently discontinue the use and display of any marks.

5.2. Reservation of Rights. The City hereby acknowledges and agrees that: (a) Vendor is the sole and exclusive owner of the Vendor System, the Vendor Marks, all Intellectual Property arising from or relating to the Vendor System, and any and all related Equipment provided under this Agreement, (b) the City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of City pursuant to this Agreement, the City shall gain no additional right, title or interest therein.

5.3. Restricted Use. The City hereby covenants and agrees that it shall not (a) make any modifications to the Vendor System, including but not limited to any Equipment, (b) alter, remove or tamper with any Vendor Marks, (c) use any of the Vendor Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Vendor therein, (d) use any trademarks or other marks other than the Vendor Marks in connection with the City's use of the Vendor System pursuant to the terms of this Agreement without first obtaining the prior consent of Vendor, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Vendor System, the Vendor System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Vendor, or cause any other Person to do any of the foregoing.

5.4. Protection of Rights. Vendor shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Vendor, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Vendor Marks, the filing of patent application for any of the Intellectual

Property of Vendor, and making any other applications or filings with appropriate Governmental Authorities. The City shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Vendor Marks or the Intellectual Property of Vendor without the prior written consent of Vendor.

- 5.5. Infringement. The City shall use its reasonable best efforts to give Vendor prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Vendor Marks or any of Vendor's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Vendor Marks or any other Intellectual Property of Vendor. Vendor shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto.
- 5.6. Infringing Use. The City shall give Vendor prompt written notice of any action or claim action or claim, whether threatened or pending, against the City alleging that the Vendor Marks, or any other Intellectual Property of Vendor, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the City shall render to Vendor such reasonable cooperation and assistance as is reasonably requested by Vendor in the defense thereof; provided, that Vendor shall reimburse the City for any reasonable costs, including without limitation attorney's fees and court costs, as well as City staff costs, incurred in providing such cooperation and assistance. If such a claim is made and Vendor determines in the exercise of its sole discretion, or a court or administrative proceeding of competent jurisdiction determines, that an infringement may exist, Vendor shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items, all at no cost to the City. In addition, in such event, the City has the right, but not the obligation, to terminate this Agreement pursuant to paragraph 7.2.

6.0 Representations and Warranties.

6.1. Vendor Representations and Warranties.

6.1.1. Authority. Vendor hereby warrants and represents that:

- 6.1.1.1. It has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; and,
- 6.1.1.2. To the extent legally required, Vendor has all ownership rights, licenses, or other required authority to use the software and hardware it installs to perform the services under this Agreement

6.1.2. Professional Services. Vendor hereby warrants and represents that any and all services provided by Vendor pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Vendor System, subject to applicable law, in compliance with all specifications provided to Vendor by the City.

6.2. City Representations and Warranties.

6.2.1. Authority. The City hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; provided that Vendor acknowledges that the initial program is premised on being consistent with the requirements and authority of state law, applicable attorney general opinions, and the City's Ordinance, and City cannot warrant the outcome of any judicial

or legislative action that may be taken affecting these authorities subsequent to the execution of this Agreement.

- 6.3. Professional Services. The City hereby warrants and represents that any and all services provided by the City pursuant to this Agreement shall be performed in a professional and workmanlike manner.

7.0 Termination.

- 7.1 Termination Prior to City's issuance of initial Notice to Proceed. The City may terminate this Agreement for any or no cause at any time prior to the issuance of the initial Notice to Proceed. In such event, Vendor shall not be entitled to any payment from the City.

- 7.2. Termination for Cause: At any time during the term of this Agreement. Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state or federal statutes are amended, or regulations adopted by agencies with jurisdiction, to prohibit the operation of photo red light enforcement systems, to make it impracticable (for purposes of this paragraph impracticable means a change in law that reduces the City's share of the revenues, or increases the City's law enforcement costs for the program by 15%) to operate the red light enforcement program, or to impose restrictions on revenues and uses that are materially contrary to the terms of this Agreement or the provisions of the current State Law. Prior to a termination pursuant to this subsection 7.2(i), either party shall have the right to exhaust legal action seeking to overturn the court order or state or federal legislation that prohibits or makes the operation of the photo red light enforcement systems impracticable. However, the City shall have no obligation to pay ATS a fee for any period when it is unlawful or impracticable to operate the photo red light enforcement system, unless a Court places a stay of implementation on the legal action or new law. The term of the Agreement shall be suspended during any period in which the Customer is not obligated to pay ATS and such time period shall be added to the term of the Agreement once it becomes lawful and practical for the City to operate the photo red light enforcement systems, however no such additional time period shall exceed a period of twenty-four (24) months; (ii) any court having jurisdiction over City rules, or declares, that the City's red light enforcement program, or the program set forth in the State Law, is invalid or results from the Vendor System of photo red light enforcement are inadmissible in evidence due to a defect in the manner in which such results were obtained or processed (in which case, Vendor shall have the opportunity to cure such defect, as provided below), or otherwise renders a decision that makes it impracticable to operate the red light enforcement program; (iii) a determination by a court of competent jurisdiction or other applicable dispute resolution forum that Vendor has infringed upon a third party's patent, trademark, copyright, trade secret or other intellectual property; (iv) the other party commits any material breach of any of the provisions of this Agreement; (v) Vendor's non-payment of revenues to City as required by this Agreement. In the event of a termination due to this Section, City shall be relieved of any further obligations to Vendor other than as specified herein. Either party shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as the City and Vendor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

After the camera systems have been operational for twelve (12) months, and upon ninety (90) days written notice to the other party, either party may terminate this Agreement if the revenue from the camera systems did not cover the annual BSO costs as provided in the Addendum to this Agreement.

The rights to terminate this Agreement given in Section 7.2 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

- 7.3 Procedures Upon Termination. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Vendor shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Photo Red Light Enforcement Program, (ii) promptly deliver to the City any and all Proprietary Property of the City provided to Vendor pursuant to this Agreement, (iii) promptly deliver to the City a final report to the City regarding the collection of data and the issuance of Notices of Violation in such format and for such periods as the City may reasonably request, and which final report Vendor shall update or supplement from time to time when and if additional data or information becomes available, (iv) provide City all data pertaining to outstanding Civil Fee payments due and owing to City and potential payments due to Vendor, (v) provide City with its proposed schedule for the removal of the Vendor's equipment, at no cost to the City, from the City and once such schedule is approved by City Vendor shall remove such pursuant to the schedule; and (vi) provide such assistance as the City may reasonably request from time to time in connection with prosecuting and enforcing Notices of Violation issued prior to the termination of this Agreement.

- 7.3.1 The City, and BSO, when acting on behalf of the City, shall (i), except for pending enforcement cases, immediately cease using the Photo Red Light Enforcement Program, accessing the Vendor System and using any other Intellectual Property of Vendor, and (ii) promptly deliver to Vendor any and all Proprietary Property of Vendor provided to the City pursuant to this Agreement, other than such equipment installed by Vendor along the roadways for the enforcement program.

- 7.3.2 Unless the City and Vendor have agreed to enter into a new agreement relating to the Photo Red Light Enforcement Program or have agreed to extend the Term of this Agreement, Vendor shall remove any and all Equipment or other materials of Vendor installed in connection with Vendor's performance of its obligations under this Agreement, at no cost to City, including but not limited to housings, poles and camera systems, and Vendor shall restore the Designated Intersections to substantially the same condition such Designated Intersections were in immediately prior to this Agreement, except for foundation removal, which shall be left flush with grade and no exposed rebar, steel or other hazards, at no cost to City pursuant to the schedule agreed upon by the parties in section 7.3.1.

8.0 Fees to be paid to Vendor and Payment Processing.

- 8.1. Vendor shall receive the compensation set forth on, and pursuant to, Exhibit E attached hereto.
- 8.2 *Revenue Neutrality.* During the term of the contract, payments by the Customer may be made to ATS under a Flexible Payment Plan. Under the Flexible Payment Plan the Customer may defer certain payments to ATS due and owing during a Contract Year as defined below. The total payment to be deferred shall include the amount paid to the Broward Sheriff's Office (BSO) for Red Light Camera enforcement services, which in no event shall exceed the initial quote for said services provided by the BSO to Customer. The initial quote must be provided and agreed to by ATS prior to the installation of any camera systems.

Cost neutrality shall apply from the first Contract Year, which begins four (4) months after the City issues its initial notice to proceed on the mutually agreed to number of camera systems

and ending every twelve (12) months thereafter. If at the end of a Contract Year sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS, ATS agrees to waive its right to recovery with respect to any balance owing to ATS at the end of that fiscal year. For purposes of this clause, the term "funds" shall not mean the gross amount of penalties to be assessed pursuant to Florida Statutes Section 316.0083(1)(b)3 and/or Florida Statutes Section 318.18(15)(a)3. for a violation of Florida Statutes Sections 316.074(1) or 316.075(1)(c) (such amount as of the Effective Date of this Agreement being \$158.00), rather "funds" shall be only such portions of said gross revenues that are either (i) retained by the City after remittances contemplated in Florida Statutes Section 316.0083(1)(b), or (ii) sums distributed to the City pursuant to Florida Statutes Section 318.18(15)(a)3.

- 8.3 From the funds collected from violators under the program, the City shall be entitled to retain its documented costs for program administration pursuant to its contract with the Broward Sheriff's Office ("BSO Administrative Costs"). The BSO Administrative Costs shall be mutually agreed to and memorialized by Addendum to this Agreement prior to the installation of any camera systems. This subsection will be applied as follows: Vendor will maintain an accounting of any net balance owed to Vendor. If the amount of funds collected by City during a monthly billing period equals or exceeds the total amount of Vendor invoices and the monthly BSO Administrative Costs during the same period, City shall pay Vendor the total amount due on the invoices. If the amount of funds collected during a monthly billing period does not equal or exceed the total amount of Vendor invoices and monthly BSO Administrative Costs during the same period, City shall retain the amount of the monthly BSO Administrative Costs and pay Vendor the remaining amount of funds, if any, collected and defer payment of the remaining balance. Should the amount of funds collected during a monthly billing period be less than the BSO monthly Administrative Costs, funds in future monthly billing periods shall be applied first to outstanding balances on the BSO monthly Administrative Costs until such is current. Thereafter, payments due to Vendor shall be reconciled by applying future funds collected, first to the accrued balance owing pursuant to this subsection, and then to the invoice for the current monthly billing period. Accrued balances shall not include any interest charges. At any time that Vendor invoices, including any accrued balance, are fully repaid, City will retain all additional funds collected during that monthly billing period. If, at the end of any Contract Year as defined in Section 8.2, sufficient funds have not been collected by City to pay any balance due to Vendor pursuant to this subsection, Vendor agrees to waive its right to recovery of any outstanding balance.
- 8.4 Vendor shall be responsible for processing payments of the Civil Fees. The Vendor shall provide payment means through mail, telephone and on-line processes on a weekly basis. Vendor shall track all payments and handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals.
- 8.5 Vendor shall pay City all payments received during a calendar week, no later than the second business day of the next following week.
- 8.6 ATS shall invoice the City for all applicable fees for a month in arrears on the first day of the following month, in the amounts determined by the fee schedule delineated on Exhibit E. Along with the invoice, Vendor shall provide information to the City, in a format acceptable to the City, supporting the invoice amounts forwarded by Vendor to the City. In addition, City shall have access to the financial reporting functions of Vendor's system upon City's request for purposes of verifying invoice amounts.
- 8.7 During the first 90 calendar days, ATS shall carefully track the number of potential violations submitted to the City, versus the number of violations actually pursued by the City. During this trial period, ATS shall make every attempt to insure that potential violations submitted to the City will be submitted in a format and manner that will result in the City's ability to approve

the potential violation for processing as a violation. ATS shall carefully observe reasons for rejections by the City of potential violations during this period, and shall make efforts to minimize the number of potential violations rejected by the City. Upon completion of the 90 day trial period, ATS shall demonstrate no net increase beyond 2% in the total percentage of potential violations rejected by the City on a month to month basis. In the event that there is a percentage increase of greater than 2% of the total potential violations submitted to the City, Vendor shall, as soon as possible, schedule a meeting with City to make adjustments to the City's program to ensure rejection rates of potential violations do not increase greater than 2% of the total potential violations submitted to the City.

9.0 Survival. Notwithstanding the foregoing, the parties' obligations shall survive the termination to the extent necessary to fulfill the parties' obligations under this Agreement.

10.0 Confidentiality. During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement, subject to the obligations and requirements of Florida's public records laws and public meetings law. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

11.0 Indemnification and Liability.

11.1. Indemnification – Negligence. The Vendor agrees to indemnify and hold harmless the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees ("Losses"), sustained by the City or any third party arising out of, or by reason of, or resulting from the Vendor's negligent acts, errors, or omissions, except to the extent such Losses arise from the negligence of the City or its employees or agents.

11.2. Indemnification – Infringements. The Vendor shall indemnify City for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. The Vendor will defend and/or settle at its own expense, with legal counsel reasonably acceptable to the City, any action brought against the City to the extent that it is based on a claim that products or services furnished to City by the Vendor pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim. Any infringement or claim that renders any portion of the services to be performed by this agreement to be unusable, or materially affects the Vendor's Red Light System as functionally described herein, shall be grounds for default of this Agreement.

11.3. The parties recognize that various provisions of this Agreement including, but not necessarily limited to, this Section, provide for indemnification by the Vendor and requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the

specifications with respect to the services to be provided by Vendor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify for events occurring during the term of this Agreement for a period of not less than five (5) years after expiration or termination of the Agreement.

- 11.4 Notice of Claims. If the City or Vendor receives notice of any claim or circumstances which could give rise to an indemnified loss under this Section 11, the receiving party shall give written notice to the other party within ten (10) calendar days of receipt. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Vendor is prejudiced, suffers loss, or incurs expense because of the delay.

11.5 Defense of All Other Claims

- 11.5.1 Assumption of Defense. Vendor shall be responsible for defending any and all claims made against it. In the event that City determines not to defend or oppose a legal claim or challenge, Vendor may assume the City's defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Vendor shall then control the defense and any negotiations to settle the claim, subject to Section 11.5.2. Within thirty (30) calendar days after receiving written notice of an indemnification request pursuant to section 11.1 or 11.2 above, Vendor must advise the City as to whether or not it will defend such valid claim.

- 11.5.2 Continued Participation. If Vendor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Vendor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Vendor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, (iv) would affect material terms of this Agreement. The City's failure to consent to any settlement to which its consent is required shall have no affect on Vendor's indemnification and defense obligations under the Agreement.

- 11.5.3 Broward County is requiring the City to enter into a License Agreement in order to install signage and equipment in County rights-of-way within the City as part of the Red Light Enforcement Program. The License Agreement requires the Vendor to comply with specific indemnification requirements for the benefit of the County, and requires the following specific provisions be included in the Agreement between the City and Vendor, to which Vendor agrees to comply:

Vendor shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VENDOR, and other persons employed or utilized by VENDOR in the

performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, VENDOR shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

To the extent permitted by law, the indemnification provided above shall obligate VENDOR to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by the above paragraph which may be brought against COUNTY, whether services were performed by VENDOR or persons employed or utilized by VENDOR.

- 12.0 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Vendor is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with City, or United States policies, rules or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor and the City and the City will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.
- 13.0 Assignments; Amendments. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party, including without limitations purchases of controlling interest in Vendor or merger, without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 14.0 No Contingent Fees. Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee or third-party consultant working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee or third-party consultant working solely for Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or Violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 15.0 Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the VENDOR and the CITY designate the following as the respective places for giving of notice:

City: City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Florida 33319

Copies To: City Attorney
James C. Brady, Esq.
Arnstein & Lehr LLP
200 E. Las Olas Blvd, Suite 1000
Fort Lauderdale, Florida 33301

Vendor: American Traffic Solutions, Inc.
1330 West Southern Avenue
Tempe, Arizona 85282
Attention: Legal Department, Contracts Division

- 16.0 Audit Rights. Each of parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.
- 17.0 Dispute Resolution. Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 17.0, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.
- 18.0 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 19.0 Headings. Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.

- 20.0 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 21.0 Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.
- 22.0 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 23.0 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.
- 24.0 Insurance.
- 24.1 Throughout the term of this Agreement, the Vendor agrees to maintain in force, at its own expense, insurance as follows:
- 24.1.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:
- A. Bodily Injury/Property Damage
1. Each Occurrence \$1,000,000
 2. Annual Aggregate \$1,000,000
- Including:
- Premises/Operations
 - Contractual Liability
 - Personal Injury
 - Products/Completed Operations
 - Broad Form Property Damage
 - Cross Liability and Severability of Interest Clause
- 24.1.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:
- A. Worker's Compensation Statutory
- B. Employer's Liability \$100,000 each accident
- \$500,000 Disease-policy limit
 - \$100,000 Disease-employee

- 24.1.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.
- A. Bodily Injury and Property Damage combined single limit
1. Each Occurrence \$1,000,000
 2. Annual Aggregate \$1,000,000
- 24.1.4 Professional Liability - \$1,000,000.
- 24.1.5 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. The City reserves the right to require higher limits depending upon the scope of work under this Agreement.
- 24.1.6 Neither Vendor nor any Sub-Contractor to Vendor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Vendor will ensure that all Sub-Contractors to Vendor will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.
- 24.1.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Vendor will give the City sixty (60) calendar days notice prior to cancellation.
- 24.1.8 The Vendor's liability insurance policies shall be endorsed to add the City of Lauderdale Lakes as an "additional insured". The Vendor's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.
- 24.1.9 The Vendor shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Vendor purchase a bond to cover the full amount of the deductible or self insured retention.
- 24.1.10 If the Vendor is to provide professional services under this Agreement, the Vendor must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.
- 24.1.11 Successful Offer or agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.
- 24.1.12 Broward County is requiring the City to enter into a License Agreement in order to install signage and equipment in County rights-of-way within the City as part of the Red Light Enforcement Program. The License Agreement requires the Vendor to comply with specific insurance requirements for the benefit of the County. To the extent not already required under this Section 24 of the Agreement, Vendor agrees to comply with Broward County's Insurance Requirements as set forth in this Agreement, including insurance coverage requirements and certificate requirements.
- 25.0 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.
- 26.0 Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral.

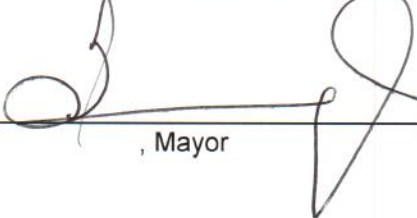
- 27.0 Attorney's Fees. In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs (including paralegal fees) in addition to any other remedy afforded by law.
- 28.0 The Vendor agrees that in the event it enters into an agreement subsequent to the execution date of this Agreement for the same (or substantially similar) scope of services, including the same length of Agreement and installed cameras within twenty percent of the number of installed cameras in the City, with another local government in Broward County, Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable than the terms in this Agreement, Vendor shall agree to an Addendum providing the other local government's agreement in its entirety to City.
- 29.0 By signing below, each of us agrees to the terms and conditions of this Agreement, which includes the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.


IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF LAUDERDALE LAKES, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its CEO/President duly authorized to execute same.



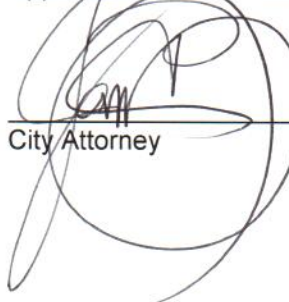
ATTEST:

CITY OF LAUDERDALE LAKES



_____, Mayor _____ Date


_____, City Clerk _____ Date 3/25/14

Approved as to form and legal sufficiency:


_____, City Attorney _____ Date 3/25/14

AMERICAN TRAFFIC SOLUTIONS, INC.


_____, _____ Date 3/24/14
Adam E. Tuton,
Executive Vice President/President SLGS

CONTRACT EXHIBITS

EXHIBIT A Designated Intersections

The location of the approaches for placement of photo enforcement equipment shall be determined by the Vendor and the City Administration and the Broward Sheriff's Office – Lauderdale Lakes District provided that such locations comply with the requirements of the State Act.

The schedule for installations for each camera shall be approved in writing by the City, prior to installation, through individual Notices to Proceed to be issued at the discretion of the City.

ATS will provide the City with video or site selection evaluation of candidate sites using the Axis VIMS or other system to assist the City's Administration and Broward Sheriff's Office –Lauderdale Lakes District in its recommendations. City Administration and the Broward Sheriff's Office – Lauderdale Lakes District, and Vendor, will periodically review installed equipment at selected approaches. After the initial twelve (12) months of the Agreement, in the event an installed camera system at an intersection approach is capturing less than an average of 2 violations per day for three (3) consecutive months, through no fault of the City, at the sole discretion of City, the Vendor and City shall upon written notice by either party to the other negotiate in good faith on a fee adjustment for such camera system, or if such negotiation is not successful within thirty (30) days after said written notice, the Vendor shall, at its sole expense, remove the camera system entirely, or relocate the camera system to a new location mutually agreed to by the parties. The City shall not be charged for a camera system subsequent to providing Vendor with such notice, and in the event a camera system is relocated City shall not be responsible for payment for the relocated camera system until such time as the camera system is operational at a new location. Any removal or relocation shall not extend the term of this Agreement.

EXHIBIT B
Construction and Installation Obligations
Timeframe for Installation: Fixed Photo Red Light System

Vendor will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Vendor and City pursuant to Exhibit "A".

Vendor will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

1. Vendor Obligations. Vendor shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Vendor's sole expense):
 - 1.1. Appoint the Vendor Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Vendor Project Manager.
 - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersections (the "Drawings") from the County traffic engineer.
 - 1.3. Develop and submit to the City for approval construction and installation specifications in reasonable detail for the Designated Intersection, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required.
 - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection (collectively, the "Approvals"), which will include compliance with City permit applications. In the event there is a cost associated with acquiring these approvals other than permit or recoding fees (which shall be the responsibility of the Vendor), Vendor, at its sole discretion, shall have the option of paying the cost or rejecting the installation of the System at the site.
 - 1.5. Seek rights from private property owners, as necessary for the placement of System Equipment at designated intersections where Governmental Authorities have jurisdiction over the designated intersection and adjacent rights of right of way, and which such Governmental Authority denies authority to Vendor for the installation of its equipment. In the event there is a cost associated with acquiring these rights other than permit or recoding fees (which shall be the responsibility of the Vendor), Vendor, at its sole discretion, shall have the option of paying the cost or rejecting the installation of the System at the site.
 - 1.6. Finalize the acquisition of the Approvals.
 - 1.7. Submit to the City a public awareness strategy for the City's consideration and approval, which strategy shall include media and educational materials for the City's approval or amendment according to the ATS proposal (the "Awareness Strategy").
 - 1.8. Develop the Red Light Violation Criteria in consultation with the City, and the Broward Sheriff's Office – Lauderdale Lakes District, consistent with the State Law.
 - 1.9. Develop the Enforcement Documentation for approval by the City, consistent with the requirements of the State Law; provided, however, that the City shall provide Vendor with a form of Traffic Citation, with the understanding that some modifications may be necessary to enable use with Vendor's systems or to comply with the State Law.
 - 1.10. The City, and Vendor acknowledge that, under the State Law, traffic citations will be adjudicated in court and that Vendor may be required to incur costs to develop an interface with the court system. The Vendor shall be responsible for its own development costs for any such interface

- 1.11. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersections (under the supervision of the City).
- 1.12. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersections, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations.
- 1.13. Install and test the functionality of the Designated Intersections with the Vendor System and establish fully operational Violation processing capability with the Vendor System.
- 1.14. Implement the use of the Vendor System at each of the Designated Intersections.
- 1.15. Deliver the Materials to be used in the installation and operation of cameras to be installed in the City. Materials shall include, but not be limited to, all camera units, ancillary hardware and components, posts, electrical components and wiring software required to make the camera units operational.
- 1.16. Within five (5) calendar days of the alleged observed violation, place the alleged violation within the Violation Queue for review by the Broward Sheriff's Office – Lauderdale Lakes District, Traffic Infraction Enforcement Officer for a determination of whether a Notice of Violation should be issued. Vendor guarantees the processing timeframes in this Section 1.16.
- 1.17. Upon approval by the Broward Sheriff's Office – Lauderdale Lakes District, Traffic Infraction Enforcement Officer, issue Notices of Violation within five (5) calendar days.
 - 1.17a. If an affidavit of non-responsibility is received within the time period set by State Law, a Notice of Violation shall be issued to the individual identified in the affidavit within five (5) calendar days of Vendor's receipt of such.
 - 1.17b. If a request for a hearing on a Notice of Violation is received, the City shall be provided a copy of such within five (5) calendar days of Vendor's receipt.
- 1.18. If the Civil Penalty is unpaid or the recipient of the Notice of Violation does not file an affidavit of non-responsibility that does not meet the requirements of the State Law within the time set forth in the State Law, then within) five (5) calendar days after the expiration of time, place the unpaid Notice of Violation into the Traffic Citation Queue, for review by the Broward Sheriff's Office – Lauderdale Lakes District Traffic Infraction Enforcement Officer to authorize the issuance of a Traffic Citation pursuant to the State Law.
- 1.19. Upon approval by the Broward Sheriff's Office – Lauderdale Lakes District Traffic Infraction Enforcement Officer, issue Traffic Citations within five (5) calendar days.
- 1.20. Obtain access to the records data of the Department of Motor Vehicles in Vendor's capacity as needed for the program.
- 1.21. Vendor shall provide training for personnel of the City, and the Broward Sheriff's Office – Lauderdale Lakes District including, but not limited to, the persons who City or the Broward Sheriff's Office – Lauderdale Lakes District shall appoint as Authorized Employees and other persons involved in the administration of the Red Light Photo Enforcement Program, regarding the operation of the Vendor System and the Red Light Photo Enforcement Program. This shall include training with respect to the Vendor System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation.
- 1.22. Interact with court, judicial, and City personnel regarding the implementation of the Vendor System for hearings on Traffic Citations, the implementation of hearings before the City's Special Magistrate, the development of a subpoena processing timeline that will permit the offering of Violations Data in hearings and judicial proceedings, and

coordination between Vendor, the City or the Broward Sheriff's Office – Lauderdale Lakes District and the applicable court. This shall include the ability to review evidence packets via internet connection during hearings, as well as the ability to print and finalize orders resulting from such hearings.

- 1.23. Provide reasonable public relations resources and media materials to the City in the event that the City elects to conduct a public launch of the State Law Red Light Photo Enforcement Program.
 - 1.24. Notice of Violation processing, including receipt of payments, and Traffic Citations.
 - 1.25. Notice to Motorists. Not less than fifteen (15) calendar days prior to the issuance of notices of violations from a newly installed camera at an approved intersection, Vendor will provide temporary sign notification at no cost to the City, approved by the City's Engineer, and the Broward Sheriff's Office – Lauderdale Lakes District, for the purpose of providing notice to motorists of the activation date. Signs will provide notice of the presence of cameras and the activation date. Additionally, Vendor shall coordinate public relations efforts with the City, including assisting the City with press releases and other public information items, the costs of which shall be Vendor's responsibility, as may be decided to be necessary by the parties for each camera.
 - 1.26. Vendor shall provide Broward Sheriff's Office – Lauderdale Lakes District / Adjudication workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024, which shall be returned to ATS in the event the Agreement is terminated.
2. CITY OBLIGATIONS. The City and the Broward Sheriff's Office – Lauderdale Lakes District shall do or cause to be done each of the following (in each case, unless otherwise stated below, at City's or the Broward Sheriff's Office sole expense):
- 2.1. City shall appoint the Project Manager.
 - 2.2. City shall Assist Vendor in obtaining the Drawings from the relevant Governmental Authorities.
 - 2.3. City shall notify Vendor of any specific requirements relating to the construction and installation of any Intersection or the implementation of the Red Light Photo Enforcement Program.
 - 2.4. City shall cooperate with Vendor in seeking the Approvals, including, but not limited to, executing all documents that may be necessary or desirable in order to obtain the Approvals.
 - 2.5. City shall provide reasonable access to the City's properties and facilities in order to permit Vendor to install and test the functionality of the Designated Intersections and the Red Light Photo Enforcement Program.
 - 2.6. City and the Broward Sheriff's Office – Lauderdale Lakes District shall provide reasonable access to the personnel of the City and reasonable information about the specific operational requirements of such personnel for the purposes of performing training.
 - 2.7. City shall seek approval or amendment of Awareness Strategy and provide written notice to Vendor with respect to the content for the media and program materials (the "Materials") that the City will require in order to implement the Awareness Strategy.
 - 2.8. City and the Broward Sheriff's Office – Lauderdale Lakes District shall assist Vendor in developing the Red Light Violation Criteria consistent with the State Law.
 - 2.9. City shall seek approval of the Enforcement Documentation.

- 2.10. The City, through BSO, shall, on a form provided by Vendor, provide verification to the State Department of Motor Vehicles, National Law enforcement Telecommunications System, or appropriate authority indicating that Vendor is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.11. If feasible, and only after all necessary approvals have been obtained from utilities and other governmental entities with jurisdiction, City shall allow Vendor to access power from existing power sources at no cost to City and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each camera system within the City's jurisdiction. Vendor acknowledges that access to power and signal cabinets may require approval from Florida Power and Light, Florida Department of Transportation or Broward County Traffic Engineering Division, as necessary.
- 2.12. The Broward Sheriff's Office – Lauderdale Lakes District Traffic Infraction Enforcement Officer shall process each potential violation in accordance with State Laws and/or City Ordinances and notify Vendor within five (5) calendar days of its appearance in the Notice of Violation Review Queue, using Axis™ to determine which violations will be issued as Notices of Violation or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the City's control, or with the consent or approval of Vendor for extension.
- 2.13. Within five (5) calendar days of its appearance in the Traffic Citation Review Queue, using Axis™, for unpaid Notices of Violation, the Broward Sheriff's Office – Lauderdale Lakes District Traffic Infraction Enforcement Officer shall process the violation and advise Vendor whether to issue a Traffic Citation, or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the Sheriff's control, or with the consent or approval of Vendor for extension.
- 2.14. City and the Broward Sheriff's Office – Lauderdale Lakes District shall provide, where appropriate, access to the internet for the purpose of processing violations and adjudications.
- 2.15. For optimal data throughput, Broward Sheriff's Office – Lauderdale Lakes District / Adjudication workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater. Vendor will coordinate directly with the City's Information Technology (IT) Department and the Broward Sheriff's Office – Lauderdale Lakes District Information Technology (IT) Department, if required, on installation and implementation of the computerized aspects of the program.
- 2.16. Broward Sheriff's Office – Lauderdale Lakes District shall provide signatures of all authorized police users who will review events and approve citations on forms provided by ATS.
- 2.17. In the event that remote access to the ATS Axis VPS System is blocked by City's or the Broward Sheriff's Office network security infrastructure, the City's IT Department, the Broward Sheriff's Office IT Department, when applicable, and the counterparts at ATS shall coordinate to facilitate appropriate communications access while maintaining required security measures.
- 2.18. City shall provide a computer terminal at a public location where persons receiving Notices of Violation or Uniform Traffic Citations may review the recorded images of the violation.

- 2.19 City shall provide, either for itself or through an inter-local agreement with another jurisdiction, a local hearing officer, clerk, and hearing facilities to schedule and hear disputed Notices of Violation.

EXHIBIT C
Maintenance

1. All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Vendor, including but not limited to maintaining the casings of the cameras included in the Vendor System and all other Equipment in reasonably clean and graffiti-free condition.
2. Vendor shall not open the Traffic Signal Controller Boxes without a representative of Broward County Traffic Engineering present.
3. The provision of all necessary communication, broadband and telephone services to the Designated Intersections will be the sole responsibility of the Vendor
4. The provision of all necessary electrical services to the Designated Intersections will be the sole responsibility of the Vendor.
5. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Vendor shall provide and install such flash units.
6. The Vendor Project Manager (or a reasonable alternate) shall be available to the City's Project Manager each day.
7. Vendor shall ensure that all equipment that it provides pursuant to this Agreement meets the specifications, if any, adopted by the Florida Department of Transportation pursuant to Section 316.07456.
8. Should Vendor determine that a camera is malfunctioning or inoperable for any reason, it shall immediately advise the City of such in writing, but in no case shall such notice exceed twenty four (24) hours from the Vendor's determination. City will have access to review daily reports indicating daily performance of each camera system and Vendor shall provide City with any operational status reports developed in the future.
9. In the event that a camera is inoperable for three (3) or more days in any one calendar month, the City shall pay a reduced fee, with a reduction of 1/30 of the monthly program fee for the inoperable camera per day for each day the camera is inoperable. If a camera is inoperable for more than fifteen (15) days in a month due to road construction or any other cause not caused by ATS, the City shall pay a reduced fee of two thousand five hundred dollars (\$2,500.00) per camera per month until the camera system is operational. Alternatively to paying a reduced monthly fee, if the camera is inoperable for three (3) or more calendar days the City, at its sole discretion, may opt not to pay the reduced fee and extend the current term of the Agreement by the length of time the camera is inoperable.

In the event the Vendor Photo Red Light System is inoperable for fifteen (15) or more days in any one calendar month due to an occurrence of force majeure, the City shall pay ATS a reduced fee of two thousand five hundred dollars (\$2,500.00) per camera per month until the Vendor Photo Red Light System is operational, however after ninety (90) consecutive calendar days of such inoperability the City shall no longer be responsible for subsequent payments to ATS until the Vendor Photo Red Light System becomes operable. Alternatively to paying a reduced monthly fee, if the Vendor Photo Red Light System is inoperable for three (3) or more calendar days the City, at its sole discretion, may opt not to pay the reduced fee and extend the current term of the Agreement by the length of time the Vendor Photo Red Light System is inoperable.

EXHIBIT D

Violation Processing

1. All Violations Data shall be stored on the Vendor System.
2. The Vendor System shall process Violations Data gathered from the Designated Intersection into a format capable of review by the Authorized Employee via the Vendor System.
3. The Vendor shall make the initial determination that the image meets the requirements of the Ordinance and this Agreement, and is otherwise sufficient to enable the City to meet its burden of demonstrating a violation of the Ordinance. If the Vendor determines that the standards are not met, the image shall not be processed any further.
4. The Vendor System shall be accessible by the Authorized Employee through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser.
5. Vendor shall provide storage capabilities for the City and the Broward Sheriff's Office – Lauderdale Lakes District, to store Violations identified for prosecution for a period of time of not less than four (4) years after final disposition of a case.
6. Vendor shall provide the Authorized Employee with access to the Vendor System for the purposes of reviewing the pre-processed Violations Data within five (5) calendar days of the gathering of the Violation Data from the applicable Designated Intersections, and as to the issuance of Traffic Citations, within five (5) calendar days of the expiration of the time frame under the State Law when a recipient of a Notice of Violation fails to pay the penalty or submit an affidavit of non-responsibility that satisfied the requirements of the State Law.
7. The Broward Sheriff's Office – Lauderdale Lakes shall cause the Authorized Employee to review the Violations Data and to determine whether a Notice of Violation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination to Vendor using the software or other applications or procedures provided by Vendor on the Vendor System for such purpose within five (5) calendar days of the Violation Data being placed by Vendor in the Notice of Violation Review Queue. As to the issuance of Traffic Citations, the Broward Sheriff's Office – Lauderdale Lakes District shall cause the Authorized Employee to review the Violations Data and to determine whether a Traffic Citation shall be issued with respect to previously issued Notice of Violation, and transmit each such determination to Vendor using the software or other applications or procedures provided by Vendor on the Vendor System for such purpose within five (5) calendar days of the Violation Data being placed by Vendor in the Traffic Citation Review Queue. Vendor shall provide the City with copies of requests for hearings on Notices of Violation within five (5) calendar days of receipt. If an affidavit of non-responsibility is received within the time period set by State Law, a Notice of Violation shall be issued to the individual identified in the affidavit within five (5) calendar days of Vendor's receipt of such. NOTWITHSTANDING EXHIBIT D, SECTION 3 HEREIN, VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE NOTICES OF VIOLATION AND TRAFFIC CITATIONS SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION CONSISTENT WITH STATE LAW (AN "ISSUANCE DECISION"), AND IN NO EVENT SHALL VENDOR HAVE THE ABILITY OR AUTHORIZATION TO MAKE AN ISSUANCE DECISION.
8. With respect to each Authorized Violation, Vendor shall print and mail a Notice of Violation within five (5) calendar days after Vendor's receipt of such authorization from the City's Authorized Employee. As to the issuance of Traffic Citations, Vendor shall print and mail a Traffic Citation within five (5) calendar days after Vendor's receipt of such authorization from the City's Authorized Employee.

9. Vendor shall provide a toll-free telephone number, which will be staffed by employees of the vendor, at its sole expense, for the purposes of answering citizen inquiries.
10. Vendor shall permit the Authorized Employee to generate monthly reports using the Vendor Standard Report System.
11. Upon Vendor's receipt of a written request from the City and in addition to the Standard Reports, Vendor shall provide, without cost to the City, reports regarding the processing and issuance of Notices of Violation, the maintenance and downtime records of the Designated Intersections and the functionality of the Vendor System with respect thereto to the City in such format and for such periods as the City may reasonably request, without cost to the City.

Upon Vendor's receipt of a written request from the City at least fourteen (14) calendar days in advance of a hearing, Vendor shall provide expert witnesses for use by the City in prosecuting Uniform Traffic Citations in court, at no cost to the City.

12. Vendor shall provide such training to City and Broward Sheriff's Office – Lauderdale Lakes personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the City with respect to the Red Light Enforcement Program. However, if a specific case requires testimony on the technical aspects of the equipment, upon City's request Vendor shall provide the City with an expert in the hearing in that case at no cost to the City.
13. Vendor shall prepare and provide to City and to the Broward Sheriff's Office – Lauderdale Lakes, a Notice of Violation form that complies with the requirements of the State Law. Vendor shall also provide to City a form of affidavit for use by owners of motor vehicles who claim an exemption under Section 316.083 and shall make that affidavit available to owners through an internet location or upon telephone or written request by an owner who has received a Notice of Violation or Traffic Citation. Vendor agrees that the City and the Broward Sheriff's Office –Lauderdale Lakes shall have the right to review and approve the form Notice of Violation and affidavit prior to their use, and that in the event City determines additional information should be included in the forms prior to their use or after implementation, Vendor shall modify the forms, at its sole expense, to comply with those requirements, subject only to space limitations on the notice paper. City through the Broward Sheriff's Office – Lauderdale Lakes, shall provide a Traffic Citation form to Vendor with the understanding that some modifications may be necessary to enable use with Vendor's systems and to comply with the State Law.
14. ATS will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for Customer" at a bank to be designated by the City. All funds collected by Vendor on behalf of the Customer will be deposited in this account and transferred by wire the second business day of each week to the Customer's primary deposit bank. The Customer will identify the account to receive funds wired from the Bank. If desired, Customer will sign a W-9 and blocked account agreement, to be completed by the Customer, to ensure the Customer's financial interest in said Bank account is preserved.
15. Vendor is authorized to charge, collect and retain a convenience fee of up to 5% for each electronic payment processed. Such fee is paid for by the violator.
16. Subsequent notices, other than those specified in this Exhibit D, may be delivered by First Class mail for additional compensation as set forth in Exhibit E.

EXHIBIT E

COMPENSATION AND PRICING

1.0 Description of Pricing

Fees are based on per approach, per month and are as follows:

Lane-based Pricing:

	<u>FEE</u>
For 1 or 2 Lanes	\$3,750
For 3 or 4 Lanes	\$4,750
For 5+ Lanes	\$4,750

A \$500 per month discount will be applied per camera on the pricing of "For 3 or 4 Lanes" and "For 5+ Lanes" fee for each month during the first 12 months after installation, provided that the camera is installed during the first 12 months after the Date on the Agreement.

Lane-Based Pricing Include: The Lane-based Pricing includes all costs required and associated with camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, mailing of Notice of Violation in color with return envelope, certified mail processing (no return receipt) of Traffic Citation, lockbox and e-payment processing services, call center support for general program questions and public awareness program support.

Lane-Based Pricing does not include the certified mail costs associated with the issuance of Uniform Traffic Citations. The City shall pay Vendor a certified mail processing surcharge of \$4 per piece metered (no return receipt).

Subsequent notices mailings fee: \$2.00 per piece. The City shall not be charged for any additional mailings of Notices of Violations to be sent out upon receipt of affidavits of non-responsibility.

Exhibit F

Additional Rights and Obligations

Vendor and the City shall respectively have the additional rights and obligations set forth below:

1. Vendor shall assist the City in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Red Light Photo Enforcement Program, as offered in the ATS proposal.
2. Vendor shall be solely responsible for installing such Signage. The Vendor shall be solely responsible for the fabrication of any signage, notices, or other postings required pursuant to any law, rule, or regulation of any Governmental Authority ("Signage"), including, but not limited to, the State Law, the City and County Ordinances, State Statutes, and Florida Department of Transportation (FDOT) Regulations and shall assist in determining the placement of such Signage. Vendor shall be responsible for obtaining all necessary approvals from Governmental Authorities.
3. The Vendor Project Manager and the Project Manager shall confer on a weekly basis for the initial three (3) months of the Term of this Agreement, and on a monthly basis for the remainder of the Term, at such times and places as the Vendor Project Manager and the City Project Manager shall mutually agree.
4. The City shall not access the Vendor System or use the Red Light Photo Enforcement Program in any manner other than prescribed by law and which restricts or inhibits any other Person from using the Vendor System or the Vendor Photo Enforcement Program with respect to any Intersection constructed or maintained by Vendor for such Person, or which could damage, disable, impair or overburden the Vendor System or the Vendor Photo Enforcement Program, and the City shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Vendor System, or (iii) any materials or information not intentionally made available by Vendor to the City by means of hacking, password mining or any other method whatsoever, nor shall the City cause any other Person to do any of the foregoing. The vendor shall, however, make available within a period of forty-eight (48) hours, footage from photo enforcement activities, when specifically requested by the Broward Sheriff's Office – Lauderdale Lakes Division, as may be requested for an investigation of a criminal act for which it may be reasonably anticipated was captured by Vendor's photo enforcement camera system.
5. The City shall maintain the confidentiality of any username, password or other process or device for accessing the Vendor System or using the Red Light Photo Enforcement Program.
6. Each of Vendor and the City shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, each of Vendor and the City shall obey any and all such rules and regulations.
7. The City shall promptly reimburse Vendor for the cost of repairing or replacing any portion of the Vendor System, or any property or equipment related thereto, damaged solely and directly by the City, or any of its employees, contractors or agents. In all other instances, such costs shall be solely the Vendor's costs.
8. The City is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. The Vendor acknowledges the public shall have access, at all reasonable times, to all documents and

information pertaining to City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law.

The Vendor agrees to maintain public records in the Vendor's possession or control in connections with the Vendor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. The Vendor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Vendor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

EXHIBIT G

DESIGNATED INTERSECTIONS

Customer will consult with ATS and both parties must mutually agree on first phase implementation of cameras at designated intersections. ATS shall make its best efforts to install a Camera System within thirty (30) calendar days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources. ATS shall apply for all necessary permits for the initial camera within thirty (30) days of the execution of this Agreement by the parties.

Execution of this Agreement shall serve as written Notice to Proceed by Customer for the installation of Camera Systems for all intersection Approaches designated as follows:

Dir	Street	Cross-street	Lanes
EB	W Oakland Park Blvd / SR 816	Dr ML King Jr Blvd / NW 31st Ave	4
EB	Oakland Park Blvd / SR 816	NW 48th Ave	3
WB	Oakland Park Blvd / SR 816	NW 48th Ave	4
EB	Oakland Park Blvd / SR 816	NW 50th Ave / NW 49th Ave	3
NB	SR 7 / US 441	Oakland Park Blvd / SR 816	4
SB	SR 7 / US 441	Oakland Park Blvd / SR 816	6
EB	Oakland Park Blvd / SR 816	SR 7 / US 441	4
WB	Oakland Park Blvd / SR 816	SR 7 / US 441	4

Implementation and installation of any Approach is subject to Site Selection Analysis and engineering results and must be mutually agreed to by the parties.

If for any reason outside the control of the City or ATS there is a significant delay in installing any of the intersection Approaches listed above, the City and ATS agree to find mutually agreeable alternative intersection Approaches within ten calendar days. This program may be implemented at additional intersection Approaches. Additional Approaches may be selected in addition to first phase implementation and may be selected based on Site Selection analysis, collision history, input, community safety, recommendations from Customer and engineering feasibility assessment. The intersections will be designated by the Customer, which designation will be based upon BSO Staff review and an engineering analysis. All Camera installations will be based on a mutual agreement by Customer and ATS. Additional installations must be approved in advance by City through Notices to Proceed.

Approved

RESOLUTION NO. 2014-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE SUCH STEPS AS SHALL BE NECESSARY AND APPROPRIATE TO RETAIN THE SERVICES OF AMERICAN TRAFFIC SOLUTIONS, INC. ("ATS") TO SERVE AS THE CITY'S TRAFFIC INFRACTIONS MONITOR, BY PIGGYBACKING ON THAT CERTAIN CITY OF TAMARAC AGREEMENT, PURSUANT TO A COMPETITIVE BID, RFP NO. B-11-03; AND PROVIDING FOR ADOPTION REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has adopted Ordinance 2014-04 providing for a system of traffic signal enforcement employing the use of cameras and analysis through the controlled receipt, retrieval and analysis of video data, and

WHEREAS, ATS provides the camera services and storage of data, with initial analysis, and

WHEREAS, the City of Tamarac has contracted with ATS for substantially the same services through a competitive process, and the City desires to piggyback on the Tamarac/ATS Agreement,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.


Section 2. AUTHORIZATION: The City Commission hereby authorizes and directs the City Manager to take such steps as shall be necessary and appropriate to retain the services of American Traffic Solutions, Inc. to serve as the City's traffic

infractions monitor, by piggybacking on that certain City of Tamarac Agreement RFB No. B-11-03.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 11, 2014.




BARRINGTON A. RUSSELL, SR., MAYOR

ATTEST:


LOLITA CODRINGTON, CITY CLERK
JCB:el

Sponsored by: MARIE W. ELIANOR, Director of Financial Services

VOTE:

Vice-Mayor Eileen Rathery	<u>X</u>	(For)	___	(Against)	___	(Other)
Commissioner Edwina Coleman	<u>X</u>	(For)	___	(Against)	___	(Other)
Commissioner Eric Haynes	<u>X</u>	(For)	___	(Against)	___	(Other)
Commissioner Gloria Lewis	<u>X</u>	(For)	___	(Against)	___	(Other)
Commissioner Levoyd Williams	<u>X</u>	(For)	___	(Against)	___	(Other)
Commissioner Patricia Williams	<u>X</u>	(For)	___	(Against)	___	(Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement:

Title

DISCUSSION ON LIEN SETTLEMENT FOR THE PROPERTY LOCATED AT 3400 NW 33RD AVENUE, LAUDERDALE LAKES, FL 33309

Summary

This is a discussion on the lien settlement offer in the amount of \$19,117.90 for the property located at 3400 NW 33rd Avenue, Lauderdale Lakes, Florida 33309.
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Staff Recommendation

Background:

The seller would like to settle liens for the property located at 3400 NW 33rd Avenue, Lauderdale Lakes, Florida 33309 to avoid the new buyer absorbing the cost of settling these liens.

Funding Source:

Not Applicable

Sponsor Name/Department: Tanya Davis-Hernandez, AICP, Director of Development Services

Meeting Date: 1/9/2017

ATTACHMENTS:

Description	Type
 Backup Material: Lien Settlement Offer	Backup Material

**3400 NW 33 AVE
LAUDERDALE LAKES, FL 33309**

Case#: 10-1373
Daily Penalty Accrual: \$ 150.00

Property Owner	Start Date	End Date		
TAYLOR BEAN & WHITAKER MORTGAGE CO	10/22/2010	4/27/2015	1648	\$ 247,200.00
SELENE FINANCE LP	4/27/2015	4/27/2015	0	\$ -
MERIDIAN TRUST LLC	4/27/2015	5/7/2015	10	\$ 1,500.00
WDY LLC	5/7/2015	7/26/2016	446	\$ 66,900.00
GORDON,ELIZABETH & STAFFORD,DESORIE				\$ -
				\$ 315,600.00

ACTUAL \$ 315,600.00
INVOICED \$ 140,700.00
SETTLEMENT \$ 21,247.70
OFFER \$ 10,623.85

Case#: 12-0129
Daily Penalty Accrual: \$ 100.00

Property Owner	Start Date	End Date		
TAYLOR BEAN & WHITAKER MORTGAGE CO	6/29/2012	3/24/2014	633	\$ 63,300.00
SELENE FINANCE LP				\$ -
MERIDIAN TRUST LLC				\$ -
WDY LLC				\$ -
GORDON,ELIZABETH & STAFFORD,DESORIE				\$ -
				\$ 63,300.00

ACTUAL \$ 63,300.00
INVOICED \$ 8,300.00
SETTLEMENT \$ 1,387.70
OFFER \$ 693.85

OUTSTANDING LIENS

**3400 NW 33 AVE
LAUDERDALE LAKES, FL 33309**

Case#: 12-0130
Daily Penalty Accrual: \$ 100.00

Property Owner	Start Date	End Date		
TAYLOR BEAN & WHITAKER MORTGAGE CO	6/29/2012	4/27/2015	1032	\$ 103,200.00
SELENE FINANCE LP	4/27/2015	4/27/2015	0	\$ -
MERIDIAN TRUST LLC	4/27/2015	5/7/2015	10	\$ 1,000.00
WDY LLC	5/7/2015	7/26/2016	446	\$ 44,600.00
GORDON, ELIZABETH & STAFFORD, DESORIE				\$ -
				\$ 148,800.00

ACTUAL \$ 148,800.00
INVOICED \$ 93,800.00
SETTLEMENT \$ 14,212.70
OFFER \$ 7,106.35

Case#: 13-3632
Daily Penalty Accrual: \$ 100.00

Property Owner	Start Date	End Date		
TAYLOR BEAN & WHITAKER MORTGAGE CO	11/22/2013	3/24/2014	122	\$ 12,200.00
SELENE FINANCE LP				\$ -
MERIDIAN TRUST LLC				\$ -
WDY LLC				\$ -
GORDON, ELIZABETH & STAFFORD, DESORIE				\$ -
				\$ 12,200.00

ACTUAL \$ 12,200.00
INVOICED \$ 8,300.00
SETTLEMENT \$ 1,387.70
OFFER \$ 693.85

OUTSTANDING LIENS

**3400 NW 33 AVE
LAUDERDALE LAKES, FL 33309**

TOTAL FOR ALL CASES

ACTUAL	\$ 539,900.00
INVOICED	\$ 251,100.00
SETTLEMENT	\$ 38,235.80
OFFER	\$ 19,117.90

OUTSTANDING LIENS

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

DISCUSSION REGARDING THE NINTH ANNUAL BLACK HISTORY MONTH PARADE
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Summary

This is a discussion regarding the City of Lauderdale Lakes ninth (9) annual Black History Month Parade scheduled for Saturday, February 11, 2017.

Staff Recommendation

Background:

Funding Source:

Sponsor Name/Department: Commissioner Beverly Williams, Office of the Mayor and Commission

Meeting Date: 1/9/2017

CITY OF LAUDERDALE LAKES

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Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING CITIZEN ADVISORY BOARDS
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Summary

This is a discussion regarding the City's established Advisory Boards. Currently there are six active advisory boards which are: the Beautification Advisory Board, the Economic Development Advisory Board, the Historic Preservation Board, the Parks and Human Services Board, the Planning and Zoning Board and the School Advisory Board. The rules for these boards will be discussed. Also, there will be discussion regarding reestablishing the Civil Service Board.

Staff Recommendation

Background:

Direction from the Commission is needed to provide feedback on the current advisory board guidelines, specifically as it relates to attendance, quorums, and expense reimbursements for statutory and non-statutory boards.

Direction from the Commission is needed regarding reestablishing the Civil Service Board.

Funding Source:

Not applicable

Sponsor Name/Department: Mayor Hazelle Rogers, Office of the Mayor and Commission

Meeting Date: 1/9/2017

ATTACHMENTS:

Description	Type
❑ Advisory Board Guidelines	Backup Material
❑ Article III - Civil Service Board	Backup Material

GENERAL INFORMATION

Advisory Boards and Committees

The duties and responsibilities of Advisory Boards and Committees are set forth by the City Commission. Additional requirements, in some cases, exist in State Law. Generally, Advisory Boards and Committees serve to provide recommendations to the City Commission for consideration. The Advisory Boards/Committees serve in an advisory capacity and do not have the authority to exercise control over the daily management or operation of the City. Each Advisory Board/Committee has a Board Liaison to provide guidance and act as the conduit between the Advisory Board/Committee and City Management. All requests for funding, correspondence and status reports should be directed to the City Commission for review through the Board Liaison.

Application and Selection Process

In order to serve on an Advisory Board or Committee, interested individuals must complete and return the Advisory Board application to the Office of the City Clerk. It is important to respond to all of the questions on the application that are applicable. When a vacancy occurs on a Board/Committee in the area(s) of interest, you will be contacted to confirm your desire to serve on the designated Board/Committee. Once confirmed, your application will be forwarded to the Mayor and Commission.

Orientation

A scheduled Advisory Board orientation will be conducted by the Advisory Board's Liaison. Individuals that are interested in serving on an Advisory Board or Committee must attend an Orientation.

Serving on Multiple Boards

Per Section 3.13 of the City Charter, "No person shall serve on more than two (2) such boards, authorities or commissions..."

Attendance Requirements

The City's Code of Ordinances addresses attendance. Any member who misses two (2) consecutive regular meetings without being excused by the Chairperson of the applicable board shall be subject to dismissal. The Chairperson may excuse up to three (3) absences in any calendar year for reasons of work conflict or illness of the board member or immediate family member.

Additionally, for those Advisory Boards where members receive an expense allowance, the Code provides that "a member who fails to attend a regular meeting shall forfeit the expense money for the month in which such absence occurs."

Expense Allowance

Pursuant to the City's Code of Ordinances, some Advisory Board members will receive an expense allowance. Please note that Advisory Board members will not receive an expense allowance during months in which the Advisory Board does not meet; nor will they receive additional payments should the Board meet more than one time during the month. Advisory Board members will not receive an expense allowance for any month in which they miss a meeting.

Public Meetings Law

All Advisory Boards and Committees are subject to the provisions of Florida's Public Meetings Law (more commonly known as the "Sunshine Law"). The Sunshine Law requires that 1) all meetings be open to the public, 2) reasonable notice of such meetings be given and 3) meeting minutes be taken.

The Sunshine Law notes that Advisory Board members shall not communicate outside of the publicly noticed meeting, any matter that may reasonably be expected to come before the Advisory Board for action. Communication shall include telephone, computer/electronic communications, written messages and verbal exchanges.

Voting

Florida Law requires that all board members cast a vote for or against each agenda item. The vote should be recorded in the meeting minutes. An Advisory Board member cannot abstain from voting. The only exception is when a possible conflict of interest might occur. In this instance, the member must state, on the record, the reason for their abstention and, within 15 days, file a Voting Conflict Form (which becomes a part of the minutes of that meeting). A Voting Conflict Form can be obtained from the State of Florida. The most recent copy is included as Exhibit "C".

Conflict of Interest

Florida Law requires that members of certain Advisory Boards or Committees disclose any financial interests by filing disclosure forms. All Board members should abstain from participating in any matters before the Advisory Board or Committee that may have an impact on their financial interest. If an Advisory Board or Committee member does business with a person coming before the Advisory Board or Committee, it is essential for that member to not participate in the proceedings, or he/she will be in violation of the Law.

Additionally, pursuant to this Law, members are required to abstain from voting if there is a conflict of interest (i.e. direct impact on him/her, on a family member, or on someone who retains his/her service). Once the member abstains from voting, a Voting Conflict Form must also be provided. This form must be completed and returned within 15 days after a vote occurs so it may be attached to the meeting minutes (Exhibit C).

Public Records

Any documents such as agendas, backup material, and minutes of meetings are public record. As an Advisory Board/Committee member, any document received (in the capacity as a Board member) is also a public record. Please note that the term “public record” has been defined as, “all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, or characteristics, or means of transmissions, made or received pursuant to law of ordinance or in connection with the transaction of official business of any agency.”

Decorum

Parliamentary procedure (Robert’s Rules of Order) is followed by Advisory Boards and Committees. The following are some common rules:

- All agenda items that require action should be made by *making a motion*; only one motion can be placed before the Board or Committee at one time.
- Before a motion may be discussed - *second the motion*.
- To make any changes to the motion – *make a motion to amend*.
- When you want to postpone temporarily a motion, usually to the next meeting - *table the motion*.
- When a recess (or intermission) for a short time is needed – *make a motion to recess*.
- A *motion to adjourn* is used at the end of the meeting prior to all members leaving for the day.

Board members should remember that they are representing the City and the City Commission. They should always show respect for other viewpoints and allow others adequate time to present their views. Finally, public statements should contain no promises that may be construed as binding on the Board, Committee, City Commission or Staff.

Leadership:

As soon as practical after the first appointment of Board members, and on an annual basis thereafter, members of a non-statutory Board shall meet and elect three of their members as Chairperson, Vice Chairperson and Secretary. The Vice Chairperson shall serve in the absence of the Chairperson.

Quorum

A quorum must be established to vote on city related matters that are presented for consideration. The number of Advisory Board members or Committee members needed to establish a quorum is set forth in the City’s Code of Ordinances.

Beautification Advisory Board **(Chapter 2, Article VI, Divisions 1 and 4, City Code of Ordinances)**

Membership: 5 members appointed by the Mayor and City Commissioners

Term of Office: One member is appointed by the Mayor and each Commissioner. Terms run concurrent with the appointing Mayor/Commissioner. Members serve at the pleasure of the appointing Mayor/Commissioner.

Meeting Date: Monthly; 3rd Thursday at 7:00 p.m.

Location: Alfonso A. Gereffi Conference Room, City Hall (2nd floor)

Duties: The board shall recommend to the City Commission rules and regulations and submit written recommendations concerning the following matters:

1. The need to establish specific rules and regulations regarding landscaping in connection with new development in the city, and the rehabilitation of landscaping with respect to the existing development in the city.
2. The need for specific enforcement tools with respect to decaying or deteriorate conditions diminishing the beauty of the city.
3. The need to establish civic and educational programs regarding the benefits of enhanced beautification for the city.
4. Specific areas within the city which are in the process of deteriorating or which have deteriorated to a point that enforcement should be given to the areas of particular property in order to protect the surrounding property and the value thereof.

The board shall advise the City Commission, by written memorandum, signed by the chairman and secretary, and the board shall make available and cause to appear one of its members for the purpose of presentation of any and all recommendations made by the board before the City Commission at the regular meeting of the City Commission, whereat the recommendations of the board are to be discussed and/or acted upon.

The Board is responsible for coordinating the City's Home of the Month Program, Holiday Decoration Contest for Single-Family Homes and Condominium Developments and other City beautification efforts.

Time Commitment: 1 to 2 hours per month

Board Liaison: Director of Public Works (954-535-2778)

Economic Development Advisory Board

(Chapter 2, Article VI, Divisions 1 and 5, City Code of Ordinances)

Membership: 7 members. One member appointed by the Mayor and each Commissioner, one member representing Florida Medical Center, and one At-Large member appointed by the Commission.

Term of Office: Terms run concurrent with the appointing Mayor/Commissioner and members serve at the pleasure of the appointing Mayor/Commissioner.

Meeting Date: Monthly; 2nd Thursday at 8:00 a.m.

Location: Alfonso A. Gereffi Conference Room, City Hall (2nd floor)

Qualifications: Members shall possess outstanding reputations for civic activity interest, integrity, responsibility and business or professional ability.

Duties: The board shall have the following duties, functions and responsibilities:

1. Advise the City Commission on ways and means of pursuing the enhancement of economic development in the city.
2. Advise the City Commission on programs which might educate the government and the citizenry to the need for economic revitalization and the benefits to be derived by the community from such revitalization.
3. Report to the City Commission on specific steps and projects which the city can undertake to enhance economic opportunities for business within the city.
4. Encourage the location and expansion of sound, economically based business and industries within the city.

Time Commitment: 1.5 to 2 hours per month

Board Liaison: Economic Development Manager (954-535-2491)

Historic Preservation Board

(Chapter 2, Article VI, Divisions 1 and 6, City Code of Ordinances)

Membership: 5 members appointed by the Mayor and City Commissioners.

Term of Office: Terms run concurrent with the appointing Mayor/Commissioner and members serve at the pleasure of the appointing Mayor/Commissioner.

Meeting Date: Quarterly (January, April, July, and October); 2nd Thursday at 6:00 p.m.

Location: Alfonso A. Gereffi Conference Room, City Hall (2nd floor)

Qualifications: Interest in preservation of the history of the City of Lauderdale Lakes

Duties: The Board shall:

1. Collect and preserve memorabilia, which reflect the organization, expansion, growth and progress of the city.
2. Establish a list of prominent city pioneers who, by virtue of longevity or accomplishment, are persons with whom the city can be identified in a positive way.
3. Collect oral and visual histories of the city from its residents and others who have special knowledge of the city.
4. Make such recommendations to the City Commission as shall be necessary and appropriate to further the purposes of the board.

Time Commitment: 1 to 1.5 hours per quarter

Liaison: City Clerk (954-535-2707)

Parks and Human Services Advisory Board **(Chapter 2, Article VI, Divisions 1 and 2, City Code of Ordinances)**

Membership: 5 members appointed by the Mayor and City Commissioners.

Term of Office: Terms run concurrent with the appointing Mayor/Commissioner and members serve at the pleasure of the appointing Mayor/Commissioner.

Meeting Date: 3rd Monday during the months of January, March, May, July, September & November

Location: Vincent Torres Park

Qualifications: To be willing to advocate the needs and interests of the residents to enhance their quality of life through recreational programs, amenities and services consistent with adequate level of service standards.

Duties: The parks and recreation board shall have the power to advise the City Commission and to submit written recommendations concerning the following matters:

1. Public parks, playfields, indoor recreation centers, recreational areas and facilities owned and/or controlled by the City.
2. Implementation of programs respecting any form of recreational or cultural activities that will employ the leisure time of the citizens of the City in a constructive and wholesome manner.
3. Recreational activities on public properties with the consent of authorities thereof, and on private property with the consent of the owners of such private property.
4. The assessment of any fees to be charged and paid by any person, partnership, corporation or other entity requesting the use of recreational buildings and/or facilities owned and/or controlled by the city.

Time Commitment: 1 to 2 hours per month

Board Liaison: Director of Parks and Human Services (954-535-2820)

Planning and Zoning Board

(Section 1.4, Article 1, Developmental Code)

Membership: 5 members, five appointed by the Commission, and one non-voting member designated by the Broward County School Board. Members must file FORM 1- FINANCIAL DISCLOSURE (Exhibit B)

Term of Office: 1 year (May 1st to April 30th)

Meeting Date: Monthly; 4th Thursday at 7:00 p.m., 2nd Thursday monthly if necessary

Location: Alfonso A. Gereffi Conference Room, City Hall (2nd floor)

Qualifications: In making appointments, the City Commission shall consider the engineering experience, architectural experience, knowledge of building codes and ordinances, the ability to read plot and site plans, the ability to review plats, the city planning and management experience and the real estate experience of each applicant.

Duties: Pursuant to the applicable rule or regulations, and at the specific request of the City Commission, the board shall act in an advisory capacity to the City Commission on questions relating to zoning and matters connected therewith, and in such capacity the board may conduct investigations and hold public hearings on all matters or proposals to change zoning regulations, and report its findings and recommendations on such matters and proposals to the City Commission; to study proposed city plans, with a view of improving same so as to provide for development, general improvement and probably further growth of the city and from time to time, make recommendations to the City Commission relating to a city plan and new developments for the adoption of a city plan, to examine and comment upon all new plats presented to the City Commission and to perform such other duties as the commission may, from time to time, assign to such board. The Board also serves as the Local Planning Agency for the City of Lauderdale Lakes.

Time Commitment: 1 to 2 hours per month

Board Liaison: Director of Development Services (954-535-2482)

School Advisory Board

(Chapter 2, Article VI, Divisions 1 and 3, City Code of Ordinances)

Membership: 5 members appointed by the Mayor and City Commissioners.

Term of Office: Terms run concurrent with the appointing Mayor/Commissioner and members serve at the pleasure of the appointing Mayor/Commissioner.

Meeting Date: Quarterly (January, April, July, and October); 4th Wednesday at 5:00 p.m.

Location: Alfonso A. Gereffi Conference Room, City Hall (2nd floor)

Duties: The board shall review the actions of the Broward County School Board in matters including, but not limited to, issues related to school siting, curriculum, boundaries, recreational activities, facilities management, new construction and planning for future expansion of the school system. Upon review of any of these issues, the board may make recommendations to the City Commission to determine areas in which the city could be helpful in working with the school board or members of the community in improving the Broward County Public School System.

Time Commitment: 2 hours per quarter

Board Liaison: Human Services and Alzheimer Care Manager (954-535-2808)

ARTICLE III. - CIVIL SERVICE BOARD^[2]

Footnotes:

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Cross reference— Statutory boards, committees and commissions, § 2-251 et seq.

Sec. 66-71. - Operation generally.

The civil service board established pursuant to article VII of the Charter shall operate in compliance therewith and shall, from time to time, make such reports to the city commission, through the administration committee, as shall be deemed appropriate by the city commission.

(Code 1972, § 7-27; Ord. No. 91-8, § 2, 4-30-1991)

Sec. 66-72. - Expense reimbursement.

Each member of the civil service board shall serve without salary or compensation. Each board member shall receive a monthly expense reimbursement in an amount to be determined by separate resolution, for each board on which the board member sits. No voucher or other proof of expenses shall be required. No board member shall receive more than one expense reimbursement for each board on which the board member sits in a given month, regardless of the number of meetings attended. No member shall receive an expense reimbursement for any month in which a meeting is not held or for any meeting not attended by a board member.

(Code 1972, § 7-28; Ord. No. 91-8, § 3, 4-30-1991; Ord. No. 03-14, § 5, 5-13-2003; Ord. No. 03-37, § 3, 10-14-2003)

Sec. 66-73. - Filling vacancies for members of board elected by full-time permanent employees.

The following procedure shall be applicable when a vacancy occurs in a full-time permanent employee elected position of the civil service board:

- (1) When a vacancy occurs or is scheduled to occur with respect to an employee elected member of the civil service board, the civil service board shall set a date for the election to fill the vacancy and shall promptly notify the city clerk or his designee of the date of the election. The date of the election shall be at least 30 days subsequent to, but not greater than 60 days following, the date of the meeting at which the date for the election is determined. The director of human resources, or his designee, shall assist the city clerk in the conduct of the elections.
- (2) The city clerk, upon receiving notice of the date of the election from the civil service board, shall promptly post notice in city hall of the date of the election and the opening of registration for candidates. Candidates for such position shall submit an application for appointment to the civil service board, on such forms as provided by the city clerk, to the city clerk at least five days prior to the date of the election.
- (3) The election of a member of the civil service board who is elected by the full-time permanent employees of the city who are members of the classified service shall be conducted by the city clerk, with the assistance of the director of human resources, or his designee.

- (4) The city clerk shall develop a ballot for the election and shall distribute ballots to all persons eligible to vote in such election. The ballot shall be easily readable and shall clearly list the names of all persons who are registered as a candidate for election. The ballots shall be distributed to all persons eligible to vote in the election at least 48 hours, but not more than 96 hours, prior to the date of the election.
- (5) All ballots must be signed by the person voting and submitted by 5:00 p.m. on the day of the scheduled election.
- (6) The city clerk, together with the director of human resources, or his designee, shall open the ballots promptly after 5:00 p.m. on the day of the election, tally the results and announce the names of the two candidates who received the most votes in the election.
- (7) Following the tally of votes and the declaration of the results of the election, the city clerk shall then submit the results of the election to the city commission for appropriate action by the city commission.

(Code 1972, § 7-29; Ord. No. 01-01, § 2, 1-23-2001)

Sec. 66-74. - Reports.

On the first day of January, April, July and October of each year, the board shall advise the city commission, by written memoranda, of all major accomplishments and tasks of the board. Each report shall also include an attendance report for all members.

(Code 1972, § 7-30; Ord. No. 03-14, § 6, 5-13-2003)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

REPORT ON THE 2017 LOCAL GOVERNMENT ACADEMY

Summary

This is a report on the 2017 City of Lauderdale Lakes Local Government Academy.

Staff Recommendation

Background:

The Local Government Academy (LGA) for 2017 will be a six week program designed to offer the residents and business owners of Lauderdale Lakes the opportunity to learn how local government works and how they can become more involved in their community. The goal of the academy is to have better informed residents who can take their knowledge of how City government works back to their individual neighborhoods. Participants will learn about the relationship between the Residents, City Commissions, and City Administration. They will also learn how and why projects are started and the manner in which services are provided, as well as receive an overview of the budget planning process, and information on the other responsibilities and functions of City government. Each class will be conducted by the Department Director and staff members to provide an informational and interactive learning experience. Enrollment will be limited to 15 participants, 18 years of age or older as well as High School Seniors who are City of Lauderdale Lakes residents.

The primary objectives of the Academy are as follows:

- To educate the public on what the City of Lauderdale Lakes does for them.
- To improve and increase resident awareness and interest in City government.
- To encourage residents to become involved in their local government.
- To develop resident understanding of their role in City government.
- To provide an inside look at the operations of the City of Lauderdale Lakes
- To demonstrate what is provided by the local property tax and utility rates.

Upon successful completion of the classes, a graduation ceremony is scheduled to take place on March 21, 2017 and each participant will be presented a certificate of completion by the Mayor and City Commission. The City of Lauderdale Lakes Citizen Academy is free to the participants.

Funding Source:

Not applicable

Sponsor Name/Department: Phil Allenye, City Manager

Meeting Date: 1/9/2017