



CITY COMMISSION MEETING AGENDA

City Commission Chambers

April 23, 2024

7:00 PM

Please join the meeting via Zoom
<https://us06web.zoom.us/j/83120947053>

Please join the meeting via telephone:
1 305 224 1968 or 1 312 626 6799
Meeting ID: 831 2094 7053



Mayor Veronica Edwards Phillips - Vice-Mayor Mark Spence
Commissioner Tycie Causwell - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas



City of Lauderdale Lakes City Commission Meeting

Welcome to the City Commission Meeting

We are pleased that you have demonstrated an interest in the City of Lauderdale Lakes by attending a City Commission Meeting. We hope that you enjoy the meeting and will attend more of these meetings in the future.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Please turn off or silence your cell phones. Any person requiring Auxiliary Aids and services must contact the City Clerk's Office at 954-535-2705 at least 24 hours prior to the meeting.

If you or someone you know is hearing or speech impaired, please call Florida Relay Service at 1-800-955-8770 or 8771.

- **Who May Speak** - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outlined in Sec. 2-54 (2) of the Code of Ordinances.
- **Petitions From the Public** - Per Section 2-54 of the Code of Ordinances, each person desiring to petition the City Commission will be allotted 5 minutes under the applicable order of business for the City Commission meeting. Petitions from the Public shall not exceed 30 minutes in aggregate time. The Mayor at his/her discretion may allow more time than the allotted time.
- **Speaking on items not on the Agenda** - Each person who wishes to address the City Commission must sign in with the City Clerk before 7:00 p.m. by completing the Petition from the Public form, located on the podium, outside of the City Commission Chambers.

The City Commission Meeting is a business meeting and as such, please conduct yourselves in a respectful and professional manner, both in tone of voice, as well as, choice of words.

Please direct your comments to the City Commission as a body through the presiding officer and not to the audience or individual City Commissioner.

As your City Commission, we will abide by the debate and decorum rules which provides for each City Commissioner to speak 10 minutes at a time on each subject matter. After every Commissioner has spoken, the Mayor will provide for other comments.

The above represents a summarization of the rules and procedures as adopted by Ordinance. Copies of the Code Section related to rules and procedures are available from the City Clerk's office.



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

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
 - A. INVOCATION
 - B. PLEDGE OF ALLEGIANCE
 4. **PROCLAMATIONS/PRESENTATIONS**
 - A. PROCLAMATION - EARTH DAY (SPONSORED BY COMMISSIONER THOMAS)
 - B. PROCLAMATION - FINANCIAL LITERACY MONTH (SPONSORED BY COMMISSIONER THOMAS)
 - C. PROCLAMATION - MENTAL HEALTH AWARENESS MONTH (SPONSORED BY MAYOR EDWARDS PHILLIPS)
 - D. PRESENTATION FROM COMMISSIONER CAUSWELL OF THE WOMEN CELEBRATING WOMEN COMMITTEE TO THE ALZHEIMER'S FOUNDATION
 5. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**
 - A. APRIL 8, 2024 CITY COMMISSION WORKSHOP MINUTES
 - B. APRIL 9, 2024 CITY COMMISSION MEETING MINUTES
 6. **PETITIONS FROM THE PUBLIC**
 7. **CONSIDERATION OF ORDINANCES ON SECOND READING**
 - A. ORDINANCE 2024-003 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 5, ECONOMIC DEVELOPMENT ADVISORY BOARD, SECTIONS 2-311 AND 2-402 OF THE LAUDERDALE LAKES CODE PROVIDING FOR NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS

This ordinance amends Chapter 2 - Administration, Article VI, Nonstatutory Boards, Committees and Commissions, Division 5, Economic Development Advisory Board Sections 2-311 and 2-402 of the Lauderdale Lakes Code.
 8. **CONSIDERATION OF ORDINANCES ON FIRST READING**
 - A. ORDINANCE 2024-004 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE III, SECTION 3.07 – SALARIES AND EXPENSES OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES

This ordinance amends Article III, Section 3.07 Salaries and Expenses of the Home Rule Charter of the City of Lauderdale Lakes.
 - B. ORDINANCE 2024-005 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY,

FLORIDA; AMENDING ARTICLE III, SECTION 3.09(1) RELATING TO VICE-MAYOR; SELECTION, TERM, DUTIES, VACANCIES; PRESIDING OFFICER; TRANSITION OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES, PROVIDING FOR THE DELETION OF OBSOLETE LANGUAGE

This ordinance amends Article III, Section 3.09(1) relating to the Vice-Mayor, Selection, Term, Duties, Vacancies; Presiding Officer, Transition of Home Rule Charter of the City of Lauderdale Lakes, providing for the deletion of obsolete language.

- C.** ORDINANCE 2024-006 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE III, SECTION 3.15 - INDEPENDENT AUDIT OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES PROVIDING FOR COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.391, FLORIDA STATUTES

This ordinance amends Article III, Section 3.15 - Independent Audit of the Home Rule Charter of the City of Lauderdale Lakes providing for Compliance with the requirements of Section 218.391, Florida Statutes.

- D.** ORDINANCE 2024-007 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE VII, SECTION 7.01(A) - CREATION OF BOARD, OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES PROVIDING FOR MINIMUM QUARTERLY MEETINGS

This ordinance amends Article VII, Section 7.01A - Creation of Board, of the Home Rule Charter of the City of Lauderdale Lakes providing for minimum quarterly meetings.

- E.** ORDINANCE 2024-008 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE VIII, SECTION 8.01 - STANDARDS OF ETHICS, OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES PROVIDING FOR THE INSERTION OF SECTION 1-19 - CODE OF ETHICS FOR ELECTED OFFICIALS, AS SET FORTH IN THE BROWARD COUNTY CODE OF ORDINANCES

This ordinance amends Article VIII, Section 8.01 - Standards of Ethics, of the Home Rule Charter of the City of Lauderdale Lakes providing for the insertion of Section 1-19 - Code of Ethics for Elected Officials, as set forth in the Broward County Code of Ordinances.

- F.** ORDINANCE 2024-009 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING PERTINENT SECTIONS OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES TO REMOVE AND REPLACE GENDER SPECIFIC PRONOUNS FOUND IN EIGHTEEN LOCATIONS WITHIN THE CHARTER WITH GENDER-NEUTRAL PRONOUNS

This ordinance amends pertinent sections of the Home Rule Charter of the City of Lauderdale Lakes to remove and replace gender specific pronouns found in eighteen locations within the Charter with gender-neutral pronouns.

- G.** ORDINANCE 2024-010 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING CHAPTER 14 FLOOD PREVENTION AND PROTECTION OF THE LAND DEVELOPMENT CODE TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS

This is a city initiated ordinance providing for an amendment to Chapter 14 of the Land Development Regulations (LDRs), updating the date of the flood insurance study (FIS), flood insurance rate maps and amend the definition for "Market Value".

- H.** ORDINANCE 2024-011 AUTHORIZING THE IMPLEMENTATION OF AN ADDITIONAL HOMESTEAD EXEMPTION, SENIOR EXEMPTION ON AD VALOREM TAXES OF \$25,000 IN ACCORDANCE WITH FLORIDA STATUTE 196.075 (4) (A-D), WITH A FISCAL IMPACT OF \$38,059

This ordinance authorizes the increase of the Senior Exemption on Ad Valorem taxes from \$25,000 to \$50,000 in accordance with Florida Statute 196.075 (4) (a-d).

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2024-028 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S

FISCAL YEAR 2024, PERIOD 5 (FEBRUARY), AND PERIOD 6 (MARCH); FINANCIAL ACTIVITY REPORT

This resolution serves to ratify the filing and presentation of the City's February 2024 (Period 5), and March (Period 6); Financial Activity Report prepared by the Financial Services Department.

B. RESOLUTION 2024-029 ALLOWING THE CONTINUED USE OF A CHARTER SCHOOL AT 3020 NW 33RD AVE AS A CHARTER SCHOOL (OLD CHAMPIONSHIP ACADEMY SITE)

This resolution allows the continued use of a charter school at 3020 NW 33rd Avenue.

C. RESOLUTION 2024-030 APPOINTING MEMBERS TO THE SAMUEL S. BROWN SCHOLARSHIP FUND BOARD

This resolution appoints members to the Samuel S. Brown Scholarship Fund Board.

D. RESOLUTION 2024-031 APPOINTING A NEW MEMBER TO THE PARKS AND RECREATION ADVISORY BOARD

This resolution serves to appoint a member to the Parks and Recreation Board. The term of the appointed members will run concurrent with the appointing Mayor or Commissioner.

E. RESOLUTION 2024-032 AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT TO ACCEPT GRANT FUNDING FROM THE CHILDREN SERVICES COUNCIL OF BROWARD COUNTY FOR THE IMPLEMENTATION OF THE 2024 "MOST" CAMP PROGRAM IN THE AMOUNT OF \$113,788.00 FOR THE PERIOD OF MAY 1, 2024, THROUGH AUGUST 31, 2024, TO PROVIDE FOR SUMMER CAMP OPPORTUNITIES FOR ELIGIBLE YOUTH; PROVIDING FOR A CITY MATCH IN AN AMOUNT NOT TO EXCEED \$14,232.00.

This resolution authorizes the City Manager to enter into an agreement and accept grant funding from the Children Services Council (CSC) in the amount of \$113,788.00 for the implementation of the 2024 Summer "MOST" Camp Program for the period of May 1, 2024 through August 31, 2024. The Children Services Council agreement requires a City Match in the amount of \$14,232.00.

F. RESOLUTION 2024-033 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN LOCAL AGENCY PROGRAM AGREEMENT FOR FINANCIAL PROJECT NUMBER 443951-1-38-01 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF LAUDERDALE LAKES ("LAP AGREEMENT") PROVIDING FOR ACCEPTANCE OF STATE FUNDING FOR THE CITYWIDE TRAFFIC CALMING PROGRAM FOR VARIOUS LOCATIONS WITHIN THE CITY ("PROJECT"), IN AN AMOUNT OF FOUR HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$437,143.00)

This resolution authorizes the appropriate City Officials to execute an Agreement with the State of Florida Department of Transportation to provide funding in the amount of \$437,143 for the design of Citywide traffic Calming - Various locations project.

G. RESOLUTION 2024-034 APPROVING THE CITY OF LAUDERDALE LAKES SUPPORT, JOINT COLLABORATION, AND COHOSTING WITH THE GREATER CARIBBEAN AMERICAN CULTURAL COALITION, INC. TO HOST THE 2024 UNIFEST MULTICULTURAL FESTIVAL ON JUNE 2, 2024, TO BE HELD AT THE VINCENT TORRES MEMORIAL PARK

This resolution authorizes the Mayor and Commission to approve hosting the 2024 Unifest Event in the City of Lauderdale Lakes in collaboration with the Greater Caribbean American Cultural Coalition (GCACC) on June 2, 2024.

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

13. REPORT OF THE VICE MAYOR

14. REPORTS OF THE CITY 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)

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.

Any invocation that is offered before the official start of the commission meeting shall be the voluntary offering of a private person, to and for the benefit of the commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the commission or the city staff, and do not necessarily represent their individual religious beliefs, nor are the views and beliefs expressed by an invocation speaker intended to suggest the city's allegiance to or preference for any particular religion, denomination, faith, creed or belief. Persons in attendance at the city commission meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. You may exit the city commission chambers and return upon completion of the opening invocation if you do not wish to participate in or witness the opening invocation.

Mayor Veronica Edwards Phillips - Vice-Mayor Mark Spence
Commissioner Tycie Causwell - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
APRIL 8, 2024 CITY COMMISSION WORKSHOP MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> April 8, 2024 City Commission Workshop Minutes	Minutes



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

CITY COMMISSION WORKSHOP MINUTES
City Commission Chambers
April 8, 2024
5:00 PM

1. CALL TO ORDER

Mayor Veronica Edwards Phillips called the April 8, 2024, City Commission Workshop to order at 5:05 p.m.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Mark Spence
Commissioner Tycie Causwell
Commissioner Sharon Thomas

ABSENT

Commissioner Karlene Maxwell-Williams

ALSO PRESENT

City Manager Treasa Brown Stubbs
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. DISCUSSION

REVIEW OF THE APRIL 9, 2024 CITY COMMISSION MEETING AGENDA

CONSIDERATION OF ORDINANCES ON FIRST READING

Item 8.A. ORDINANCE 2024-003

AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 5, ECONOMIC DEVELOPMENT ADVISORY BOARD, SECTIONS 2-311 AND 2- 402 OF THE LAUDERDALE LAKES CODE PROVIDING FOR NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS

Economic Development Manager, Vielka Buchanan, spoke on the changes being made to the current ordinance to reflect two suitable businesses who shall have a primary operation within the corporate jurisdiction of the City.

CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

Item 9.A. RESOLUTION 2024-025

AUTHORIZING THE INSTALLMENT OF ADEN PERRY LIFE RINGS WITHIN THE CITY IN SUFFICIENT NUMBER TO ACCOMMODATE THOSE LOCATIONS WITHIN THE CITY'S CORPORATE JURISDICTION WHERE BODIES OF WATER ARE LOCATED (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Public Works Director, Ron Desbrunes, provided possible locations for the life rings. Some possibilities are 4021 NW 34 Way, 3300 NW 40th Court, 3421 NW 46th Ave, 3391 NW 46th Avenue and the pool facilities. He advised that the lakes in the City are mostly on private properties.

Commissioner Thomas inquired as to how many life rings will be placed in the proposed locations in total.

Mr. Desbrunes stated that there will be a total of seven.

Commissioner Maxwell-Williams asked about placing a life ring at the canal near the school in Oakland Estates.

Mr. Desbrunes stated that the South Florida Water Management District will not allow any life rings along the C-13 canals as that property belongs to them.

Vice Mayor Spence inquired as to why one would be placed at the pool when there are lifeguards at that location.

BSO Fire Chief Kevin Gabay stated that Ms. Perry is donating 10 life rings and placing one at the pool shows support for the initiative.

CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

10.A. RESOLUTION 2024-026

AUTHORIZING CITY MANAGER TO SUBMIT APPLICATION TO BROWARD COUNTY SEEKING ALLOCATION OF FUNDING FOR THE 50TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDING CYCLE FOR THE CITY'S MINOR HOME REPAIR PROGRAM, SENIOR TRANSPORTATION PROGRAM AND QUALITY OF LIFE ENHANCEMENT PROGRAM, SUBJECT TO REQUIRED PUBLIC NOTICE AND PENDING HEARINGS HELD ON MARCH 25, 2024 AND APRIL 9, 2024

Parks and Human Services Director, Ericka Lockett, and Grants and Administrative Coordinator, Julie Dominique, spoke of the programs in the 50th Year CDBG funding.

10.B. RESOLUTION 2024-027

SUPPORTING SENATE BILL 184 AND HOUSE BILL 75 WHICH PROHIBITS A PERSON FROM APPROACHING A FIRST RESPONDER ENGAGED IN THE LAWFUL PERFORMANCE OF LEGAL DUTY (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

City Attorney Calloway explained that this item has been enacted by the Florida legislature and is awaiting the governor's signature. It makes it a criminal misdemeanor for someone who is interrupting a first responder, who is engaged in the lawful performance of a legal duty, after first receiving a warning and instruction to remain within specified distance of such first responder.

Broward Sheriff's Office Lieutenant Montgomery and Fire Chief Gabay advised that someone would be committing a misdemeanor and can be arrested if they interfere in the performance of legal duty of a first responder.

Discussion ensued amongst the City Commission regarding recording of such events should any issues arise and the distance one can film or stand from during the emergency operations.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. ADVISORY BOARDS' PRESENTATION TO THE CITY COMMISSION (ECONOMIC DEVELOPMENT ADVISORY BOARD, MILITARY AFFAIRS BOARD, PARKS AND RECREATION ADVISORY BOARD AND SCHOOL ADVISORY BOARD) (5:30 P.M. TIME CERTAIN)

Economic Development Advisory Board (EDAB) Chairperson, Bessie Dennis, provided the following report:

The EDAB Board is working on the creation of a Chamber of Commerce for the City of Lauderdale Lakes; the upcoming Business Development Resource Fair will be provided to the general public at no cost. A date has not yet been set.

Commissioner Thomas asked about the logistics for contacting the businesses to participate.

Ms. Dennis advised that the board members worked collaborative in calling organizations.

Mayor Edwards Philips inquired as to whether or not contact has been made with other Chamber of Commerces' to find out how they were established.

Ms. Dennis advised that Board member, Anika Omphroy, has been doing so and Board member, Patrick Green has also been instrumental in providing informational material.

Military Affairs Board (MAB) Chairperson Linda Hugley, announced that they are organizing a brunch for a Veterans Day at the ECC on November 9th. Care packages will be given to each veteran.

Parks and Recreation Advisory Board Vice-Chair, Rudolph McKenzie, spoke of the goals of the Board, support of activities and events and to encourage members of the community to participate in such programs and events.

School Advisory Board Secretary, Gleneta Dawkins, advised that their initiative is maintaining strong communications with all schools, Broward County School Board, the Mayor and City Commission and residents. She spoke of the 2024 initiatives and budget request for the long standing teacher appreciation event which takes place in late May of every year. She introduced the Lauderdale Lakes Excellence in Education Program and requested support for funding in the amount of \$3,075.

School Advisory Board Vice -Chair, Barbara Smith, spoke about the board providing administrative support where a board member has been assigned to address the needs of the school.

Commissioner Thomas spoke about receiving grants by way of donors.

B. DISCUSSION REGARDING PROPOSED CHARTER AMENDMENTS (6:00 P.M. TIME CERTAIN)

Charter Review Advisory Board Chair, Karen Black-Barron, stated that she was there to answer any further questions from the City Commission regarding the proposed Charter amendments.

Vice Mayor Spence asked that a cost of living percentage be added to the salaries annually.

City Attorney Calloway stated that the language in the Ordinance can be modified to include the cost of living adjustment.

Commissioner Causwell and Commissioner Thomas, concurred in regard to adding language for cost of living adjustment.

Commissioner Maxwell-Williams advised that she is in favor of the Charter Review Advisory Board's recommendations.

The City Commission advised that they are in agreement with the added language regarding the cost of living adjustment and all of the other proposed charter amendments.

C. DISCUSSION REGARDING THE PRELIMINARY FISCAL YEAR 2024-2025 BUDGET CALENDAR

Financial Services Director, Asheley Hepburn, highlighted the dates on the calendar that are being amended. He spoke about the creation of the FY 2025 Budget Advisory Committee.

Commissioner Thomas asked about the suggestion of the previous Budget Advisory Committee where it was recommended that the board begins meeting in January of each year.

Mr. Hepburn stated that this was not accomplished this year due to staffing issues.

Commissioner Thomas asked that the recommendation be considered during the next fiscal year.

D. DISCUSSION REGARDING PARKING SPACES FOR VETERANS (SPONSORED BY COMMISSIONER THOMAS)

Commissioner Thomas expressed her desire to create parking spaces for veterans.

There was City Commission consensus to create parking spaces for veterans.

Mayor Edwards Phillips suggested two spaces instead of one space.

6. REPORTS

7. ADJOURNMENT

Being that there was no other business to come before the City Commission, the Workshop adjourned at 7:02 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
APRIL 9, 2024 CITY COMMISSION MEETING MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

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Sponsor Name/Department:

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> April 9, 2024 City Commission Meeting Minutes	Minutes



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

CITY COMMISSION MEETING MINUTES
City Commission Chambers
April 9, 2024
7:00 PM

1. CALL TO ORDER

Mayor Veronica Edwards Phillips called the April 9, 2024, City Commission Meeting to order at 7:00 p.m.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Mark Spence
Commissioner Tycie Causwell
Commissioner Karlene Maxwell-Williams
Commissioner Sharon Thomas

ALSO PRESENT

City Manager Treasa Brown Stubbs
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silent reflection was observed.

The Pledge of Allegiance was recited.

4. PROCLAMATIONS/PRESENTATIONS

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

A. MARCH 18, 2024 SPECIAL CITY COMMISSION WORKSHOP MINUTES

B. MARCH 25, 2024 CITY COMMISSION WORKSHOP MINUTES

C. MARCH 26, 2024 CITY COMMISSION MEETING MINUTES

Commissioner Causwell made a motion to approve the minutes from the March 18, 2024, Special City Commission Workshop, March 25, 2024, City Commission Workshop and the March 26, 2024, City Commission Meeting.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner

Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

6. PETITIONS FROM THE PUBLIC

Mr. Byron Maylor commented in regard to retention of employees; employee dress code; and expressed concern in regard to the entry sign at the Northgate community being knocked down.

Former Commissioner Beverly Williams expressed concern in regard to the City hosting the Unifest event.

Ms. Nicole Hall spoke about needing accountability and transparency.

Ms. Bessie Dennis expressed concerns regarding the business practice of the local Walmart; requested to have prayer in the City Commission meetings; and commented in regard to the expectations of the Economic Development Advisory Board members.

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

A. ORDINANCE 2024-003 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 5, ECONOMIC DEVELOPMENT ADVISORY BOARD, SECTIONS 2-311 AND 2-402 OF THE LAUDERDALE LAKES CODE PROVIDING FOR NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS

This ordinance amends Chapter 2 - Administration, Article VI, Nonstatutory Boards, Committees and Commissions, Division 5, Economic Development Advisory Board Sections 2-311 and 2-402 of the Lauderdale Lakes Code.

City Attorney Calloway read Ordinance 2024-003 by title:

ORDINANCE 2024-003

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 5, ECONOMIC DEVELOPMENT ADVISORY BOARD, SECTIONS 2-311 AND 2-402 OF THE LAUDERDALE LAKES CODE PROVIDING FOR NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

City Attorney Calloway announced that this ordinance requires a public hearing.

Vice Mayor Spence made a motion to bring Ordinance 2024-003 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Mayor Edwards Phillips announced a public hearing.

Ms. Nicole Hall urged the City Commission not to change the requirement for a large employer.

Ms. Anika Omphroy, EDAB Board member, explained that the board wants to have stakeholders that want to engage in what is going on.

Commissioner Thomas made a motion to approve Ordinance 2024-003.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

- A.** RESOLUTION 2024-025 AUTHORIZING THE INSTALLMENT OF ADEN PERRY LIFE RINGS WITHIN THE CITY IN SUFFICIENT NUMBER TO ACCOMMODATE THOSE LOCATIONS WITHIN THE CITY'S CORPORATE JURISDICTION WHERE BODIES OF WATER ARE LOCATED (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

This resolution authorizes the installation of Aden Perry Life Rings within the City's right of way.

City Attorney Calloway read Resolution 2024-025 by title:

RESOLUTION 2024-025

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING THE INSTALLMENT OF ADEN PERRY LIFE RINGS WITHIN THE CITY IN SUFFICIENT NUMBER TO ACCOMMODATE THOSE LOCATIONS WITHIN THE CITY'S CORPORATE JURISDICTION WHERE BODIES OF WATER ARE LOCATED; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to approve Resolution 2024-025.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2024-026 AUTHORIZING CITY MANAGER TO SUBMIT APPLICATION TO BROWARD COUNTY SEEKING ALLOCATION OF FUNDING FOR THE 50TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDING CYCLE FOR THE CITY'S MINOR HOME REPAIR PROGRAM, SENIOR TRANSPORTATION PROGRAM AND QUALITY OF LIFE ENHANCEMENT PROGRAM, SUBJECT TO REQUIRED PUBLIC NOTICE AND PENDING HEARINGS HELD ON MARCH 25, 2024 AND APRIL 9, 2024

This is a request for approval by the City Commission through the public hearing process to approve the resolution supporting application submittal to Broward County for the 50th Program Year CDBG Funding Cycle.

City Attorney Calloway read Resolution 2024-026 by title:

RESOLUTION 2024-026

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO BROWARD COUNTY GOVERNMENT SEEKING ALLOCATION OF FUNDING FOR THE 50TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDING CYCLE FOR THE

CITY'S MINOR HOME REPAIR PROGRAM, SENIOR TRANSPORTATION PROGRAM AND QUALITY OF LIFE ENHANCEMENT PROGRAM; PROVIDING FOR AND SUBJECT TO REQUIRED PUBLIC NOTICES AND PUBLIC HEARINGS SCHEDULED FOR MARCH 25, 2024 AND APRIL 09, 2024; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY FUNDING APPLICATIONS AND AGREEMENTS RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING PROGRAM; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Spence made a motion to bring Resolution 2024-026 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

In regard to the Senior Transportation Program, Vice Mayor Spence asked what the transportation is used for and how services are received.

Parks and Human Services Director, Ericka Lockett, advised that it is used to pick up seniors and take them to various destinations. In order to receive this service, seniors have to call and register and show residency in the City of Lauderdale Lakes.

Commissioner Causwell inquired as to how many residents will benefit from the Minor Home Repair Program.

Julie Dominique, Grants and Administrative Coordinator, advised that the amount received can assist five homes. She went on to state that approximately \$40K is budgeted per approved applicant.

Discussion ensued regarding the application process.

Mayor Edwards Phillips opened the floor for public comment.

Byron Maylor asked if there was a matching grant and if the program is administered by the City.

Ms. Lockett advised that there is no matching grant and that yes, the City does administer the program in house.

Ms. Anika Omphroy asked about petitioning for an increase in funding.

Ms. Dominique advised that there is an opportunity to petition for an increase. However, there has been no increase although requested in the past.

At this time, Ms. Dominique spoke about the application process through Minority Builders and advised that applications have to be taken to the organization located in the City of Plantation.

Commissioner Causwell commented as to having someone from Minority Builders picking up the application packets being that they are being compensated.

Ms. Bessie Dennis inquired as to adjustments being made if a homeowner needs assistance with one item. Also, she asked if a lien will be placed on the homeowners' property. She commented that in the past, someone from Minority Builders completing the application process rather than the homeowner having to travel to Plantation. Lastly, she commented as to staff educating residents on other home repair programs.

Ms. Dominique advised that if there is a balance after a repair, funds can be allocated to another

resident. She also advised that there is a deferred loan placed on each property that is fixed for ten years. As it relates to other resources, City staff does not have information to assist readily available. However, staff does relay information when they are aware of programs that can assist.

Mr. Maylor asked if someone verifies legitimacy of an application and inquired as to how the homeowners that benefit are selected.

Ms. Dominique advised that the Minority Builders has a team of staff who reviews the applications that are submitted. She also advised that if an application is approved, the next step is to send a qualified inspector for a site visit.

Commissioner Maxwell-Williams suggested getting the funding increased.

City Manager, Brown Stubbs, advised that there are other programs through Development Services which can be reviewed and an expansion would be a budgetary discussion.

Ms. Omphroy asked if staff has taken a look at what has been done by other cities. She also suggested allowing the public to register in advance to provide public comment. She commented that at the the City of Lauderhill, participants provide their name and address for public comment.

Vice Mayor Spence made a motion to approve Resolution 2024-026.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

B. RESOLUTION 2024-027 SUPPORTING SENATE BILL 184 AND HOUSE BILL 75 WHICH PROHIBITS A PERSON FROM APPROACHING A FIRST RESPONDER ENGAGED IN THE LAWFUL PERFORMANCE OF LEGAL DUTY (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

This resolution supports Senate Bill 184 and House Bill 75. It prohibits a person from approaching a first responder, who is engaged in the lawful performance of a legal duty, after first receiving a warning and instruction to remain within specified distance of such first responder.

City Attorney Calloway read Resolution 2024-027 by title:

RESOLUTION 2024-027

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA SUPPORTING SENATE BILL 184 AND HOUSE BILL 75 PROHIBITING A PERSON FROM APPROACHING A FIRST RESPONDER ENGAGED IN THE LAWFUL PERFORMANCE OF A LEGAL DUTY AFTER FIRST RECEIVING A WARNING AND INSTRUCTION TO REMAIN WITHIN A SPECIFIED DISTANCE OF SUCH FIRST RESPONDER; FURTHER ESTABLISHING SUCH VIOLATION AS A CRIMINAL MISDEMEANOR OF THE SECOND DEGREE; A COPY OF THE LEGISLATIVE STAFF ANALYSIS FOR SENATE BILL 184 IS ATTACHED HERETO AS **EXHIBIT A**, AND A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Maxwell-Williams made a motion to table Resolution 2024-027.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

Mayor Edwards Phillips reminded all of the voucher distribution scheduled on Saturday. She also announced the My Bag Campaign and urged all to donate duffel bags.

13. REPORT OF THE VICE MAYOR

Vice Mayor Spence had no report.

14. REMARKS OF THE COMMISSIONERS

Commissioner Causwell had no report.

Commissioner Maxwell-Williams had no report.

Commissioner Thomas urged all to register to vote; announced a poster contest on recycling which will be in the City Hall lobby; and commented on knowing laws being passed and the effect that it has.

15. REPORT OF THE CITY MANAGER

City Manager Brown Stubbs provided information on upcoming City events and programs.

16. REPORT OF THE CITY ATTORNEY

City Attorney Calloway provided updates as to legislations that were recently passed.

17. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 8:43 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

ORDINANCE 2024-003 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 5, ECONOMIC DEVELOPMENT ADVISORY BOARD, SECTIONS 2-311 AND 2-402 OF THE LAUDERDALE LAKES CODE PROVIDING FOR NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS

Summary

This ordinance amends Chapter 2 - Administration, Article VI, Nonstatutory Boards, Committees and Commissions, Division 5, Economic Development Advisory Board Sections 2-311 and 2-402 of the Lauderdale Lakes Code.

Staff Recommendation

Background:

Currently, the Board is comprised of five members appointed by Mayor and City Commission and two (2) at large members positions. Appointed members need to be residents of the City of Lauderdale Lakes and possess skills, knowledge, professional expertise or business ability.

Due to challenges with the functionality of the board surrounding the current structure, it is found to be necessary to change the structure of the Board.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Vielka Buchanan, Economic Development Manager/ CRA Department

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
❑ Ordinance 2024-003 Amendment to Economic Development Advisory Board	Ordinance
❑ Nonstatutory Boards Oct 2021-019 Ordinance	Backup Material

ORDINANCE 2024-003

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 5, ECONOMIC DEVELOPMENT ADVISORY BOARD, SECTIONS 2-311 AND 2-402 OF THE LAUDERDALE LAKES CODE PROVIDING FOR NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2 - Administration, Article VI of the Lauderdale Lakes Code ("Code") provides for the establishment of nonstatutory boards, committees and commissions and sets forth the duties and responsibilities of such bodies;

WHEREAS, the Economic Development Advisory Board has determined that to protect the health, welfare, and safety of its residents, and to promote honest, efficient, and responsive government, it is appropriate to propose recommended amendments to *Article VI Sections 2-311 and 2-402* of the City Code; and

WHEREAS, the City Commission finds it to be prudent and in the best interest of the health, safety, and welfare of its residents to amend the Code as it relates to Article VI, Sections 2-311 and 2-402 as a direct means to further encourage the orderly growth and development of the City of Lauderdale Lakes.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY: This Ordinance is enacted pursuant to the Chapter 1, Section

1-7 of the Code and other applicable provisions of law.

SECTION 3. AMENDMENT: Chapter 2 – Administration, Article VI, Division 1 of the Code of Ordinances, City of Lauderdale Lakes, Florida is hereby amended to read as follows:

DIVISION 1. GENERALLY

Sec. 2-311. Appointment of members.

(a) Except as [otherwise] provided for, all nonstatutory boards shall be comprised of five members. The mayor and each city commissioner shall have the right to appoint a member to a nonstatutory board.

(b) ~~The two largest employers~~ Two suitable businesses who shall have a primary operation within the corporate jurisdiction of the City, as demonstrated by an effective Certificate of Use and who shall otherwise be in good standing shall each nominate either an employee or principal of such business to serve as an ~~one~~ at-large member for appointment to the economic development advisory board. Such appointed members shall be confirmed by the city commission. Each board member appointed by the mayor or city commissioner shall serve at the pleasure of the mayor or city commissioner appointing such member. The at-large members shall serve at the pleasure of the city commission. All such board members shall be appointed at the next regularly scheduled city commission meeting following the commencement of the term of the mayor or commissioner making the appointment.

(c) All members of nonstatutory boards shall be residents of the city, possess a reputation for integrity, commitment, civic activism or accomplishment, in addition to the skills, knowledge, professional expertise, or business ability directly related to providing effective service to the nonstatutory board. In respect only to the economic development advisory board, appointed at-large members shall be considered residents of the city.

SECTION 4. AMENDMENT: Chapter 2 – Administration, Article VI, Division 5 of the Code of Ordinances, City of Lauderdale Lakes, Florida is hereby amended to read as follows:

DIVISION 5. ECONOMIC DEVELOPMENT ADVISORY BOARD

Sec. 2-402. Qualifications of members.

The members of the economic development advisory board shall possess outstanding reputations for civic activity interest, integrity, responsibility and business or professional ability. Wherever practicable, the mayor and commissioners shall require that the members of the board include a real estate developer, a retail center manager, a realtor, an attorney, a retail merchant, an architect, and a general contractor and two members at-large, which shall be appointments made in accordance with Sec. 2-311(b) of the Lauderdale Lakes Code of Ordinances. ~~by the city's two largest employers. Said at large members shall be subject to confirmation by the city commission.~~

SECTION 5. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 6. 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 7. INCLUSION IN THE CODE OF ORDINANCES: 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 in 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 8. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 9TH DAY OF APRIL 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE 23RD DAY OF APRIL 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Vielka Buchanan, MBA, FRA-RA, Economic Development Manager, Community Development Agency

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

ORDINANCE 2021-018

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE VI OF THE LAUDERDALE LAKES CODE PROVIDING FOR NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2 - Administration, Article VI of the Lauderdale Lakes Code ("Code") provides for the establishment of nonstatutory boards, committees and commissions and sets forth the duties and responsibilities of such bodies; and

WHEREAS, the City Commission finds it to be prudent and in the best interest of the health, safety, and welfare of its residents to amend the Code as it relates to nonstatutory boards as a direct means to further encourage the orderly growth and development of the City of Lauderdale Lakes.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Ordinance is enacted pursuant to the Chapter 1, Section 1-7 of the Code and other applicable provisions of law.

SECTION 3. AMENDMENT: That Chapter 2 – Administration, Article VI, Division 1 of the Code of Ordinances, City of Lauderdale Lakes, Florida is hereby amended to read as follows:

DIVISION 1. GENERALLY

Sec. 2-311. Appointment of members.

(a) Except as other provided for, All nonstatutory boards, ~~including the economic development advisory board,~~ shall be comprised of five ~~seven~~ members. The mayor and each city commissioner shall each have the right to appoint a member to of the applicable a nonstatutory board. ~~With the exception of the economic development advisory board, the city commission shall appoint one at-large member, who shall be a permanent resident of the city at the time of appointment.~~

(b) ~~The economic development advisory board shall be comprised of seven members. The mayor commissioner and each city commissioner shall each have the right to appoint one member to the economical development board and the city commission, as a whole, shall appoint one at-large member, who shall be a permanent resident of the city at the time of appointment. Florida Medical Center~~ The two largest employers in the city shall each nominate one at-large ~~additional~~ member for appointment to the economic development advisory board. Such appointed members shall be confirmed by the city commission. Each board member appointed by the ~~mayor commissioner~~ or city commissioner shall serve at the pleasure of the ~~mayor commissioner~~ or city commissioner appointing such member. The ~~at-large members and the member nominated by Florida Medical Center~~ the shall serve at the pleasure of the city commission. All such board members shall be appointed at the next regularly scheduled city commission meeting following the commencement of the term of the ~~mayor commissioner~~ or commissioner making the appointment.

(c) All members of nonstatutory boards shall be residents of the city, possess a reputation for integrity, commitment, civic activism or accomplishment, in addition to the skills, knowledge, professional expertise, or business ability directly related to providing effective service to the nonstatutory board. In respect only to the economic development advisory board, appointed at-large members shall be considered residents of the city.

Sec. 2-312. Term of office.

The terms of office for all nonstatutory board members shall commence upon appointment and shall coincide with the term of the mayor or commissioner making the appointment.

Sec. 2-313. Removal of members.

The mayor or city commissioner appointing a member to a nonstatutory board shall have the continuing right and responsibility to assess the performance, including attendance, of members and remove the member so appointed and to appoint another member as often as the mayor or appointing commissioner shall deem appropriate in order to facilitate the business of the board. Upon such removal or appointment, the same shall be deemed effective upon confirmation

of the removal or appointment by the city commission, which shall be deemed a purely ministerial act.

Sec. 2-314. Reimbursement of expenses.

Each member of a nonstatutory 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.

Sec. 2-315. Disclosures and application requirements for appointees.

Each applicant for appointment to a nonstatutory board shall, as a prerequisite to consideration, file an application on a form to be provided by the city clerk, and present a State of Florida driver's license or current State of Florida identification card. In those situations, in which an applicant must take an oath of office, the applicant shall present a voter's registration card and a Florida driver's license or current State of Florida identification card. In those situations where board appointments are made at the discretion of the mayor or a member of the city commission from the dais, such board members shall comply with the application procedures set forth in this section within 30 days of the appointment or the appointment shall be deemed null and void.

Sec. 2-316. Attendance.

Any member of a nonstatutory board who fails to attend two consecutive regular meetings of the applicable board, without being excused by the chair of the applicable board, shall be subject to dismissal by the mayor or city commissioner who appointed the member. The chair may excuse members from attendance for the following reasons: work conflict, religious holiday conflict, personal or family illness or death. The chair shall not excuse any board member for more than three meetings in any calendar year.

Sec. 2-317. Election of officers.

As soon as practicable after the first appointments of board members, and on an annual basis thereafter, members of a nonstatutory board shall meet and elect three of their members, one to serve as chair, one to serve as vice-chair, and one to serve as secretary. The vice-chair shall chair meetings in the absence of the chair.

Sec. 2-318. Rules of procedure.

Nonstatutory boards shall be governed by Robert's Rules of Order, Newly Revised, and all applicable laws.

Sec. 2-319. Meetings.

The city's nonstatutory boards, committees and commissions shall meet in accordance with the requirements of applicable law and the annual meeting schedule established by City Commission. The chair of a nonstatutory board, or in his absence the vice-chair, shall call all board meetings. Minutes and records shall be kept of all board meetings, and all meetings shall be public. ~~At the first regular meeting of each board, the board shall establish a regular meeting date, location and time, and the board shall thereafter meet on a monthly basis.~~ The city clerk shall be informed of all regular meeting dates and special meeting dates.

Sec. 2-320. Quorum.

The presence of three ~~or more~~ members of a nonstatutory board shall constitute a quorum, however the economic development advisory board shall require the presence of four members to constitute a quorum.

Sec. 2-321. Reports.

- (a) Each nonstatutory board shall advise and make recommendations to the city commission by written ~~report memoranda~~. At the meeting of the city commission where the recommendations of the board are to be discussed and/or acted upon, the board shall require ~~cause~~ one of its members to appear for the purpose of presenting the board's recommendations to the city commission.
- (b) Additionally, on the first day of January, April, July and October of each year, each board shall provide a written report to the city commission, outlining all major accomplishments and tasks of the board. Each report shall also include an attendance report for all members.

~~Secs. 2-322—2-340. Reserved.~~

Sec. 2-322. Residency requirement.

Each member of a board, committee or commission of the City of Lauderdale Lakes shall be a resident of the city. In the event an appointed member shall thereafter become a nonresident, as determined by the City, such shall be deemed a resignation by the member from the board, committee or commission and shall thereby create a vacancy on the board, committee or commission, which vacancy shall be filled by the appointing Mayor or Commissioner, not later than forty-five (45) days from the date of such vacancy.

Secs. 2-323—2-340. Reserved.

SECTION 4. AMENDMENT: That Chapter 2 – Administration, Article VI, Division 2 of the

Code of Ordinances, City of Lauderdale Lakes, Florida is hereby amended to read as follows:

DIVISION 2. PARKS AND RECREATION BOARD¹

Sec. 2-341. Creation.

There is hereby created a parks and recreation board in the city.

Sec. 2-342. Powers and 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) The conduct and supervision of public parks, playfields, indoor recreation centers and other recreation areas and facilities owned and/or controlled by the city.

(2) The conduct and 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) The conduct of 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.

(5) The conduct of matters pertaining to special events and art and culture programs in the city.

Sec. 2-343. Gifts and donations.

The parks and recreation board may solicit and it may receive, under the oversight of the city manager, gifts, bequests of money, personal property, or any donation for playgrounds or other recreational purposes.

Sec. 2-344. Fiscal procedures.

(a) Funds received for the purpose of recreation, by gift or otherwise, shall be deposited with the director of finance and credited to a separate escrow account, the funds of which shall be used exclusively for the purposes of enhancing the parks and recreational facilities in the city.

(b) All funds donated, appropriated or in any way acquired for the conduct and maintenance of recreational facilities and activities shall be kept, maintained and disbursed by the director of finance in the same manner as those funds required by any department of the city described in this chapter.

¹ Cross reference(s)—Parks and recreation, ch. 58.

1 Secs. 2-345—2-360. Reserved.

2 SECTION 5. AMENDMENT: That Chapter 2 – Administration, Article VI, Division 3 of the
3 Code of Ordinances, City of Lauderdale Lakes, Florida is hereby amended to read as follows:

4
5 DIVISION 3. SCHOOL ADVISORY BOARD

6 Sec. 2-361. Creation.

7 There is hereby created a school advisory board in the city.

8 Sec. 2-362. Powers and duties.

9 The school advisory board shall review the actions of the county school board in
10 matters including, but not limited to, school siting, curriculum, boundaries,
11 recreational activities, facilities management, new construction and planning for
12 future expansion of the school system. The board shall advise the city commission
13 on all issues relating to educational matters which will impact the quality of
14 education for city residents, or which will impact education facilities located
15 within the city. Upon review of any of these issues, the board may make
16 recommendations to the city commission to determine areas in which the city
17 might be helpful in assisting the school board or the members of the community
18 in improving the county public school system.

19 Secs. 2-363—2-380. Reserved.

20 SECTION 6. AMENDMENT: That Chapter 2 – Administration, Article VI, Division 5 of the
21 Code of Ordinances, City of Lauderdale Lakes, Florida is hereby amended to read as follows:

22 DIVISION 5. ECONOMIC DEVELOPMENT ADVISORY BOARD

23 Sec. 2-401. Creation.

24 There is hereby created an economic development advisory board in the city.

25 Sec. 2-402. Qualifications of members.

26 The members of the economic development advisory board shall possess
27 outstanding reputations for civic activity interest, integrity, responsibility and
28 business or professional ability. Wherever practicable ~~if possible, the Mayor and~~
29 Commissioners shall require that the members of the board ~~shall~~ include a real
30 estate developer, a retail center manager, a realtor, an attorney, a retail
31 merchant, an architect, and a general contractor and two ~~a members~~ at-large,
32 which shall be appointments made by Florida Medical Center the city's two
33 largest employers ~~shall have the right to nominate a member of its staff to serve~~

1 ~~as a board member.~~ Said at-large members shall be subject to confirmation by
2 the city commission.

3 Sec. 2-403. Powers and duties.

4 The economic development advisory board shall have the following duties,
5 functions and responsibilities:

6 (1) Advise the city commission on the ways and means of pursuing
7 the enhancement of economic development in the city.

8 (2) Advise the city commission on programs that educate the
9 government and the citizenry to the need for economic revitalization and
10 the benefits to be derived by the community from such revitalization.

11 (3) Report to the city commission on specific steps and projects that
12 the city can undertake to enhance economic opportunities for business
13 within the city.

14 (4) Encourage the location and expansion of sound, economically
15 based business and industries within the city.

16 (5) Review, ~~and to comment,~~ and make recommendations upon,
17 including recommendations of approval or denial, proposed projects
18 within the city which shall include rezoning, site plans, variances, special
19 exceptions, conditional uses, building development plans and such other
20 matters concerning development which will or are likely to have a
21 substantial impact on the economic well-being of the city, unless
22 otherwise exempt from review by the city commission.

23 (6) Review, ~~and to comment,~~ and make recommendations upon,
24 including recommendations of approval or denial, the acquisition of lands
25 by the city or by the community redevelopment agency of the city or with
26 respect to the disposition of lands owned by the city or by the community
27 redevelopment agency of the city.

28 (7) Review, ~~and to comment,~~ and make recommendations upon,
29 including recommendations of approval or denial, any new
30 redevelopment initiatives undertaken by the community redevelopment
31 agency.

32 (8) Recommend regulations or the abolition of regulations for the
33 purpose of improving the city's regulatory schemes and economic health.

34 Sec. 2-404. Reporting methodologies.

35 The board shall establish, through the city clerk's office, a standardized form
36 which shall be used for reporting on all matters which may come before it. All
37 recommendations of the board shall set forth the nature of the item considered,
38 the action taken, any conditions set forth respecting the action taken, and the
39 specific reasons supporting such action.

40 Secs. 2-405—2-420. Reserved.

SECTION 7. AMENDMENT: That the Code of Ordinances, City of Lauderdale Lakes, Florida, is hereby amended by adding a division to be numbered as follows Chapter 2 – Administration, Article VI, Division 9, which said division shall read as follows:

DIVISION 9. BUDGET ADVISORY COMMITTEE

Sec. 2-461. Creation.

There is hereby created a budget advisory committee in the city. The committee is a nonstatutory board and is authorized to make recommendations to the City Commission. The board shall be composed of at least three but no more than five members, who shall be appointed and confirmed by the city commission. The Board is otherwise to subject to the provisions of this Article VI.

Sec. 2-462. Powers and duties.

The budget advisory committee shall:

(1) Review documents and records constituting public records, including without limitation, draft budgets, including but not limited to major proposed changes to programs, land development, and staffing expenditures.

(2) Review the city's comprehensive annual financial report, comprehensive financial policy, and all debt issues.

(3) Provide recommendations to the city manager to ensure consistency, transparency, and readability of the budget.

Sec. 2-463. Qualifications of members.

Members of the budget advisory committee shall have the requisite skill, knowledge, and expertise in local government finance and administration, or be a certified public accountant or have a bachelor's degree in accounting or similar experience in public or private finance and budgeting.

SECTION 8. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 9. 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 10. INCLUSION IN THE CODE OF ORDINANCES: 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 in 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.

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SECTION 11. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 14TH DAY OF DECEMBER 2021.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE 28TH DAY OF DECEMBER 2021.


HAZELLE ROGERS, MAYOR

ATTEST:


VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:


Sidney C. Calloway, City Attorney



Sponsored by:

VOTE:

APPROVED

Mayor Hazelle Rogers	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Vice-Mayor Marilyn Davis	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Commissioner Veronica Edwards Phillips	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Commissioner Karlene Maxwell-Williams	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Commissioner Beverly Williams	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

ORDINANCE 2024-004 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE III, SECTION 3.07 – SALARIES AND EXPENSES OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES

Summary

This ordinance amends Article III, Section 3.07 Salaries and Expenses of the Home Rule Charter of the City of Lauderdale Lakes.

Staff Recommendation

Background:

On May 9, 2023, the Charter Review Advisory Board was created to complete a review and study of the City Charter for possible amendments, alterations, revisions or modifications. The review was conducted by the Board through a series of open public meetings and provisions for public input, dedicated to the Board's process of gathering facts and information from the City electorate, residents, businesses and other stakeholder interests.

The Proposed Amendment #1 is as follows:

Salaries of Mayor and Commissioners

Shall the amendment to Section 3.07 of the Charter of the City of Lauderdale Lakes fixing the salary of the mayor at \$20,000 annually and the salary of the commissioners at \$18,000 annually, effective January 2025, and adjusted annually based on the change in the Consumer Price Index (CPI) as reported by the Bureau of Labor Statistics be adopted?

For Approval _____

Against Approval _____

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, City Clerk

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
□ Ordinance 2024-004 Amending Section 3.07 of City Charter	Ordinance

ORDINANCE 2024-004

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE III, SECTION 3.07 – SALARIES AND EXPENSES OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes, Florida ("City") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida;

WHEREAS, the City Commission of the City of Lauderdale Lakes ("City Commission") established, by Ordinance No. 2023-002, a non-statutory Charter Review Advisory Board ("Board") whose central mission and purpose is to review the existing Home Rule Charter ("Charter") of the City, and to make a written report to the City Commission proposing recommended amendments or revisions to the Charter in accordance with the Constitution and the laws of Florida;

WHEREAS, the Board has recommended an amendment to *Article III, Section 3.07 of the Charter*, providing for Salaries and Expenses; and

WHEREAS, the City Commission has considered the recommendation of the Board and, pursuant to its vested legislative, regulatory and policy-making powers as described in Section 3.01 of the Charter, has further determined the Board's recommendation to be in furtherance of the health, welfare, and safety of its residents.

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

SECTION 1. RECITALS: The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY: This Ordinance is enacted pursuant to Article IX-Charter Amendments, and other applicable provisions of law.

SECTION 3. AMENDMENT: Article III, Section 3.07-Salaries and Expenses, of the Home Rule Charter of the City of Lauderdale Lakes is hereby amended to read as follows:

Section 3.07. Salary and expenses.

- (1) The city commission shall fix by ordinance the salary of the mayor and the members of the city commission; provided, however, that no increase in such salaries may be granted without approval of a majority of the electors voting on such question at the next general election following the passage of an ordinance submitting the question of the proposed increase to the electors. The next consideration of such an ordinance shall be made by the city commission prior to November 2004, to permit the matter to be voted upon by the electors at a referendum to be held in November 2004. Thereafter, the next consideration of such an ordinance fixing the salary of the mayor at \$20,000.00 annually and fixing the salary of each member of the city commission at \$18,000.00 annually, effective as of January 2025, shall be made by the city commission prior to November 2024, to permit the matter to be voted on by the electors at a referendum to be held in November 2024. Thereafter, an ordinance fixing the salaries of the mayor and members of the city commission shall be considered by the city commission every four (4) years. Notwithstanding, the salary of the mayor and the commissioners shall be adjusted annually on January 1st based on the change in the Consumer Price Index (CPI) as reported by the Bureau of Labor Statistics.

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SECTION 4. The ballot title and questions for the charter amendment proposed in Section 3 of this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024, and shall be in substantial form as follows:

CITY OF LAUDERDALE LAKES (only)
PROPOSED AMENDMENT #1

Salaries of Mayor and Commissioners

Shall the amendment to Section 3.07 of the Charter of the City of Lauderdale Lakes fixing the salary of the mayor at \$20,000 annually and the salary of the commissioners at \$18,000 annually, effective January 2025, and adjusted annually based on the change in the Consumer Price Index (CPI) as reported by the Bureau of Labor Statistics be adopted?

For Approval _____

Against Approval _____

SECTION 5. The Charter Amendment set forth in this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024.

SECTION 6. If the Charter Amendment proposed in this Ordinance is approved by a majority of the electors voting in the next general election on November 5, 2024, such amendment shall be effective as of the day immediately following the certification of the results of the election.

SECTION 7. INCLUSION IN THE CITY CHARTER: Upon adoption, the charter amendment set forth in this Ordinance shall be incorporated in the City of Lauderdale Lakes Charter. The sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of

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which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 8. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 9. 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.

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SECTION 10. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 23rd DAY OF APRIL 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF ____ 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

VOTE:

Mayor Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Mark Spence	____ (For)	____ (Against)	____ (Other)
Commissioner Tycie Causwell	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Sharon Thomas	____ (For)	____ (Against)	____ (Other)

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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

ORDINANCE 2024-005 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE III, SECTION 3.09(1) RELATING TO VICE-MAYOR; SELECTION, TERM, DUTIES, VACANCIES; PRESIDING OFFICER; TRANSITION OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES, PROVIDING FOR THE DELETION OF OBSOLETE LANGUAGE

Summary

This ordinance amends Article III, Section 3.09(1) relating to the Vice-Mayor, Selection, Term, Duties, Vacancies; Presiding Officer, Transition of Home Rule Charter of the City of Lauderdale Lakes, providing for the deletion of obsolete language.

Staff Recommendation

Background:

On May 9, 2023, the Charter Review Advisory Board was created to complete a review and study of the City Charter for possible amendments, alterations, revisions or modifications. The review was conducted by the Board through a series of open public meetings and provisions for public input, dedicated to the Board's process of gathering facts and information from the City electorate, residents, businesses and other stakeholder interests.

The Proposed Amendment #2 is as follows:

Deletion of Reference to November 2007 Transitional Meeting and 2008 Vice Mayor Term

Shall the amendment to Section 3.09 of the Charter of the City of Lauderdale Lakes deleting language referring to holding a transitional organizational meeting in November 2007 with the term of Vice Mayor extended to November 2008 be adopted?

For Approval _____

Against Approval _____

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, City Clerk

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 2024-005 Amending Section 3.09 of City Charter	Ordinance

ORDINANCE 2024-005

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE III, SECTION 3.09(1) RELATING TO VICE-MAYOR; SELECTION, TERM, DUTIES, VACANCIES; PRESIDING OFFICER; TRANSITION OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES, PROVIDING FOR THE DELETION OF OBSOLETE LANGUAGE; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes, Florida ("City") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida;

WHEREAS, the City Commission of the City of Lauderdale Lakes ("City Commission") established, by Ordinance No. 2023-002, a non-statutory Charter Review Advisory Board ("Board") whose central mission and purpose is to review the existing Home Rule Charter ("Charter") of the City, and to make a written report to the City Commission proposing recommended amendments or revisions to the Charter in accordance with the Constitution and the laws of Florida;

WHEREAS, the Board has recommended an amendment to *Article III, Section 3.09(1) - Vice-mayor; selection, term, duties, vacancies; presiding officer; transition* of the Charter, namely to delete obsolete language; and

WHEREAS, the City Commission has considered the recommendation of the Board and, pursuant to its vested legislative, regulatory and policy-making powers as described in Section 3.01 of the Charter, has further determined the Board's recommendation to be in furtherance of the health, welfare, and safety of its residents.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Ordinance is enacted pursuant to Article IX-Charter Amendments, and other applicable provisions of law.

SECTION 3. Article III, Section 3.09(1) of the Home Rule Charter of the City of Lauderdale Lakes is hereby amended to read as follows:

Section 3.09. - Vice-mayor; selection, term, duties, vacancies; presiding officer; transition.

(1) *Service of vice-mayor.* The city shall hold its annual organizational meeting in the month designated for the election of city officials, which organizational meeting shall take place irrespective of an actual election of officials. At the annual organizational meeting provided for herein, except as otherwise provided for the initial transition period, the city commission shall by motion select from among its members a vice-mayor who shall serve a term of one year. The vice-mayor shall act as mayor during the absence or disability of the mayor and while so acting, the vice-mayor shall relinquish all committee duties and shall exercise the same responsibilities and shall be subject to the same limitations as are incident to the office of mayor. A vice-mayor succeeding to the office of mayor as the result of a vacancy shall serve the remaining portion of his regular term of office as a city commissioner following the election of a new mayor.

Whenever there is a vacancy in the office of vice-mayor, the city commission shall select from among its members a successor to serve until the next regular election.

~~The city shall hold a transitional organizational meeting in November, 2007, and the vice-mayor selected by the city commission shall continue to hold office until November, 2008, at which time the initial organizational meeting provided herein shall be conducted.~~

SECTION 4. The ballot title and questions for the charter amendment proposed in Section 3 of this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024, and shall be in substantial form as follows:

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CITY OF LAUDERDALE LAKES (only)

PROPOSED AMENDMENT #2

Deletion of Reference to November 2007 Transitional Meeting and 2008 Vice Mayor Term

Shall the amendment to Section 3.09 of the Charter of the City of Lauderdale Lakes deleting language referring to holding a transitional organizational meeting in November 2007 with the term of Vice Mayor extended to November 2008 be adopted?

For Approval _____

Against Approval _____

SECTION 5. The Charter Amendment set forth in this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024.

SECTION 6. If the Charter Amendment set forth in this Ordinance is approved by a majority of the electors voting in the next general election to be held on November 5, 2024, such amendment shall be effective as of the day immediately following the certification of the results of the election.

SECTION 7. INCLUSION IN THE CODE OF ORDINANCES: Upon adoption, the Charter Amendment set forth in this Ordinance shall be incorporated in the City of Lauderdale Lakes Charter. The sections of this Ordinance may be renumbered or re-lettered 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 8. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

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SECTION 9. 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.

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SECTION 10. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 23rd DAY OF APRIL 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF ____ 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

VOTE:

Mayor Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Mark Spence	____ (For)	____ (Against)	____ (Other)
Commissioner Tycie Causwell	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Sharon Thomas	____ (For)	____ (Against)	____ (Other)

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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

ORDINANCE 2024-006 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE III, SECTION 3.15 - INDEPENDENT AUDIT OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES PROVIDING FOR COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.391, FLORIDA STATUTES

Summary

This ordinance amends Article III, Section 3.15 - Independent Audit of the Home Rule Charter of the City of Lauderdale Lakes providing for Compliance with the requirements of Section 218.391, Florida Statutes.

Staff Recommendation

Background:

On May 9, 2023, the Charter Review Advisory Board was created to complete a review and study of the City Charter for possible amendments, alterations, revisions or modifications. The review was conducted by the Board through a series of open public meetings and provisions for public input, dedicated to the Board's process of gathering facts and information from the City electorate, residents, businesses and other stakeholder interests.

Proposed Amendment #3 is as follows:

Independent audit

Shall the amendment to Section 3.15 of the Charter of the City of Lauderdale Lakes providing for compliance with the requirements of Section 218.391, Florida Statutes be adopted?

For Approval

Against Approval

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, City Clerk

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 2024-006 Amending Section 3.15 of City Charter.	Ordinance

ORDINANCE 2024-006

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE III, SECTION 3.15 - INDEPENDENT AUDIT OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES PROVIDING FOR COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.391, FLORIDA STATUTES; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes, Florida ("City") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida;

WHEREAS, the City Commission of the City of Lauderdale Lakes ("City Commission") established, by Ordinance No. 2023-002, a non-statutory Charter Review Advisory Board ("Board") whose central mission and purpose is to review the existing Home Rule Charter ("Charter") of the City, and to make a written report to the City Commission proposing recommended amendments or revisions to the Charter in accordance with the Constitution and the laws of Florida;

WHEREAS, the Board has recommended an amendment to *Article III, Section 3.15-Independent Audit* of the Charter to provide consistency with the requirements of Section 218.391, Florida Statutes; and

WHEREAS, the City Commission has considered the recommendations of the Board and, pursuant to its vested legislative, regulatory and policy-making powers as described in Section 3.01 of the Charter, has further determined the Board's recommendation to be in furtherance of the health, welfare, and safety of its residents.

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

SECTION 1. RECITALS: The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY: This Ordinance is enacted pursuant to Article IX- Charter Amendments, and other applicable provisions of law.

SECTION 3. Article III, Section 3.15- Independent audit, of the Home Rule Charter of the City of Lauderdale Lakes is hereby amended to read as follows:

Section 3.15. - Independent audit.

The city commission shall provide for an independent annual audit of all city accounts and may provide for such more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the city government or any of its officers- and shall be obtained in the manner consistent with the requirements of Section 218.391, Florida Statutes (2023) as amended from time to time. ~~The city commission may, without requiring competitive bids, designate such accountants or firm of accountants annually or biennially, provided that the designation for any particular fiscal year shall be made not later than ninety (90) days after the beginning of such fiscal year.~~ If the State of Florida makes such an audit, the city commission may accept it as satisfying the requirement of this section.

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SECTION 4. The ballot title and questions for the charter amendment proposed in Section 3 of this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024, and shall be in substantial form as follows:

CITY OF LAUDERDALE LAKES (only)
PROPOSED AMENDMENT #3

Independent audit

Shall the amendment to Section 3.15 of the Charter of the City of Lauderdale Lakes providing for compliance with the requirements of Section 218.391, Florida Statutes be adopted?

For Approval _____

Against Approval _____

SECTION 5. The Charter Amendment set forth in this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024.

SECTION 6. If the Charter Amendment set forth in this Ordinance is approved by a majority of the electors voting in the next general election to be held on November 5, 2024, such amendment shall be effective as of the day immediately following the certification of the results of the election.

SECTION 7. INCLUSION IN THE CODE OF ORDINANCES: Upon adoption, the Charter Amendment set forth in this Ordinance shall be incorporated in the City of Lauderdale Lakes Charter. The sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word

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

SECTION 9. 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.

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SECTION 10. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 23rd DAY OF APRIL 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF ____ 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

VOTE:

Mayor Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Mark Spence	____ (For)	____ (Against)	____ (Other)
Commissioner Tycie Causwell	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Sharon Thomas	____ (For)	____ (Against)	____ (Other)

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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

ORDINANCE 2024-007 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE VII, SECTION 7.01(A) - CREATION OF BOARD, OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES PROVIDING FOR MINIMUM QUARTERLY MEETINGS

Summary

This ordinance amends Article VII, Section 7.01A - Creation of Board, of the Home Rule Charter of the City of Lauderdale Lakes providing for minimum quarterly meetings.

Staff Recommendation

Background:

On May 9, 2023, the Charter Review Advisory Board was created to complete a review and study of the City Charter for possible amendments, alterations, revisions or modifications. The review was conducted by the Board through a series of open public meetings and provisions for public input, dedicated to the Board's process of gathering facts and information from the City electorate, residents, businesses and other stakeholder interests.

Proposed Amendment #4 is as follows:

Independent Audit

Shall the amendment to Section 7.01(A) of the Charter of the City of Lauderdale Lakes, providing for consistency with the requirements of Section 218.391, Florida Statutes, be adopted?

For Approval _____

Against Approval _____

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, City Clerk

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 2024-007 Amending Section 7.01 of City Charter	Ordinance

ORDINANCE 2024-007

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE VII, SECTION 7.01(A) - CREATION OF BOARD, OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES PROVIDING FOR MINIMUM QUARTERLY MEETINGS; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes, Florida ("City") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida;

WHEREAS, the City Commission of the City of Lauderdale Lakes ("City Commission") established, by Ordinance No. 2023-002, a non-statutory Charter Review Advisory Board ("Board") whose central mission and purpose is to review the existing Home Rule Charter ("Charter") of the City, and to make a written report to the City Commission proposing recommended amendments or revisions to the Charter in accordance with the Constitution and the laws of Florida;

WHEREAS, the Board has recommended an amendment to *Article VII, Section 7.01(A) of the Charter – Creation of Board* to provide for minimum quarterly meetings of the Civil Service Board; and

WHEREAS, the City Commission has considered the recommendation of the Board and, pursuant to its vested legislative, regulatory and policy-making powers as described in Section 3.01 of the Charter, has further determined the Board's recommendation to be in furtherance of the health, welfare, and safety of its residents.

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

SECTION 1. RECITALS: The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY: This Ordinance is enacted pursuant to Article IX-Charter Amendments, and other applicable provisions of law.

SECTION 3. Article VII, Section 7.01- Creation of board, of the Home Rule Charter of the City of Lauderdale Lakes is hereby amended to read as follows:

Section 7.01. Creation of board.

(A) A civil service board for the City of Lauderdale Lakes is hereby created. This board shall meet at least quarterly, and ~~This board~~ shall be composed of five (5) voting members who shall be:

- (1) Full-time residents of Lauderdale Lakes.
- (2) Not employees of the city nor have any conflict of interest with the city.
- (3) The voting members of the civil service board shall be chosen for overlapping terms in the following manner according to the following schedule:

(a) The city commission shall appoint two (2) members following the adoption of this Charter provided that one of the members hereby appointed shall serve an initial term of two (2) years and the other shall serve a regular three-year term. All subsequent terms of board members appointed by the city commission shall be for three years.

(b) The full-time, permanent employees in the classified service of the city shall elect two (2) members following the adoption of this Charter provided that one of the members hereby elected shall serve an initial term of two (2) years and the other shall serve a regular three-year term. All subsequent terms of board members elected by the city employees shall be for three-year terms.

(c) The fifth member of the board shall be chosen by a majority of the four (4) members appointed by the city commission and elected by the city employees, to serve a term of three (3) years. In the event the four (4) appointed and elected members are unable to agree upon a fifth member within ten (10) days or prior to the next scheduled meeting of the city commission, whichever is the longer period, after discussion with the board members, the city commission shall appoint the fifth member of the board for a regular three-year term.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. The ballot title and questions for the charter amendment proposed in Section 3 of this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024, and shall be in substantial form as follows:

CITY OF LAUDERDALE LAKES (only)

PROPOSED AMENDMENT #4

Independent Audit

Shall the amendment to Section 7.01(A) of the Charter of the City of Lauderdale Lakes, providing for consistency with the requirements of Section 218.391, Florida Statutes, be adopted?

For Approval

Against Approval

SECTION 5. The Charter Amendment set forth in this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024.

SECTION 6. If the Charter Amendment set forth in this Ordinance is approved by a majority of the electors voting in the next general election to be held on November 5, 2024, such amendment shall be effective as of the day immediately following the certification of the results of the election.

SECTION 7. INCLUSION IN THE CODE OF ORDINANCES: Upon adoption, the Charter Amendment set forth in this Ordinance shall be incorporated in the City of Lauderdale Lakes Charter. The sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word

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

SECTION 9. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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SECTION 10. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 23rd DAY OF APRIL 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF ____ 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

VOTE:

Mayor Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Mark Spence	____ (For)	____ (Against)	____ (Other)
Commissioner Tycie Causwell	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Sharon Thomas	____ (For)	____ (Against)	____ (Other)

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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

ORDINANCE 2024-008 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE VIII, SECTION 8.01 - STANDARDS OF ETHICS, OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES PROVIDING FOR THE INSERTION OF SECTION 1-19 - CODE OF ETHICS FOR ELECTED OFFICIALS, AS SET FORTH IN THE BROWARD COUNTY CODE OF ORDINANCES

Summary

This ordinance amends Article VIII, Section 8.01 - Standards of Ethics, of the Home Rule Charter of the City of Lauderdale Lakes providing for the insertion of Section 1-19 - Code of Ethics for Elected Officials, as set forth in the Broward County Code of Ordinances.

Staff Recommendation

Background:

On May 9, 2023, the Charter Review Advisory Board was created to complete a review and study of the City Charter for possible amendments, alterations, revisions or modifications. The review was conducted by the Board through a series of open public meetings and provisions for public input, dedicated to the Board's process of gathering facts and information from the City electorate, residents, businesses and other stakeholder interests.

Proposed Amendment #5 is as follows:

Standards of Ethics

Shall the amendment to Section 8.01 of the Charter of the City of Lauderdale Lakes providing for the insertion of Section 1-19.- Code of ethics for elected officials, of the Broward County Code of Ordinances be adopted?

For Approval _____

Against Approval _____

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, City Clerk

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 2024-008 Amending Section 8.01 of City Charter	Ordinance

ORDINANCE 2024-008

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE VIII, SECTION 8.01 - STANDARDS OF ETHICS, OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES PROVIDING FOR THE INSERTION OF SECTION 1-19 - CODE OF ETHICS FOR ELECTED OFFICIALS, AS SET FORTH IN THE BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes, Florida ("City") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida;

WHEREAS, the City Commission of the City of Lauderdale Lakes ("City Commission") established, by Ordinance No. 2023-002, a non-statutory Charter Review Advisory Board ("Board") whose central mission and purpose is to review the existing Home Rule Charter ("Charter") of the City, and to make a written report to the City Commission proposing recommended amendments or revisions to the Charter in accordance with the Constitution and the laws of Florida;

WHEREAS, the Board has recommended an amendment to *Article VIII, Section 8.01 - Standards of Ethics* of the Charter providing for the insertion of Sec. 1-19 - Code of ethics for elected officials, as set forth in the Broward County Code of Ordinances; and

WHEREAS, the City Commission has considered the recommendations of the Board and, pursuant to its vested legislative, regulatory and policy-making powers as described in Section 3.01 of the Charter, has further determined the Board's recommendation to be in furtherance of the health, welfare, and safety of its residents.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Ordinance is enacted pursuant to Article IX-Charter Amendments, and other applicable provisions of law.

SECTION 3. Article VIII, Section 8.01- Standards of ethics, of the Home Rule Charter of the City of Lauderdale Lakes is hereby amended to read as follows:

Section 8.01. Standards of ethics.

All elected officials and employees of the city shall be subject to the standards of conduct for public officers and employees set by general law, Section 1-19.- Code of ethics for elected officials, of the Broward County Code of Ordinances, and this Charter. In addition, the city commission may, by ordinance, establish a code of ethics for officials and employees of the city.

SECTION 4. The ballot title and questions for the charter amendment proposed in Section 3 of this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024, and shall be in substantial form as follows:

CITY OF LAUDERDALE LAKES (only)

PROPOSED AMENDMENT #5

Standards of Ethics

Shall the amendment to Section 8.01 of the Charter of the City of Lauderdale Lakes providing for the insertion of Section 1-19.- Code of ethics for elected officials, of the Broward County Code of Ordinances be adopted?

For Approval _____

Against Approval _____

SECTION 5. The Charter Amendment set forth in this Ordinance shall be submitted to

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a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024.

SECTION 6. If the Charter Amendment set forth in this Ordinance is approved by a majority of the electors voting in the next general election to be held on November 5, 2024, such amendment shall be effective as of the day immediately following the certification of the results of the election.

SECTION 7. INCLUSION IN THE CODE OF ORDINANCES: Upon adoption, the Charter Amendment set forth in this Ordinance shall be incorporated in the City of Lauderdale Lakes Charter. The sections of this Ordinance may be renumbered or re-lettered 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 8. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 9. 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.

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SECTION 10. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 23rd DAY OF APRIL 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF ____ 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

VOTE:

Mayor Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Mark Spence	____ (For)	____ (Against)	____ (Other)
Commissioner Tycie Causwell	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Sharon Thomas	____ (For)	____ (Against)	____ (Other)

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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

ORDINANCE 2024-009 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING PERTINENT SECTIONS OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES TO REMOVE AND REPLACE GENDER SPECIFIC PRONOUNS FOUND IN EIGHTEEN LOCATIONS WITHIN THE CHARTER WITH GENDER-NEUTRAL PRONOUNS

Summary

This ordinance amends pertinent sections of the Home Rule Charter of the City of Lauderdale Lakes to remove and replace gender specific pronouns found in eighteen locations within the Charter with gender-neutral pronouns.

Staff Recommendation

Background:

On May 9, 2023, the Charter Review Advisory Board was created to complete a review and study of the City Charter for possible amendments, alterations, revisions or modifications. The review was conducted by the Board through a series of open public meetings and provisions for public input, dedicated to the Board's process of gathering facts and information from the City electorate, residents, businesses and other stakeholder interests.

Proposed Amendment #6 is as follows:

Removal and replacement of Gender-Specific Pronouns

Shall the amendment to remove and replace gender-specific pronouns found in eighteen (18) locations in the Charter of the City of Lauderdale Lakes with gender-neutral pronouns be adopted?

For Approval _____

Against Approval _____

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, City Clerk

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 2024-009 Amending Gender Specific Pronouns in City Charter	Ordinance

ORDINANCE 2024-009

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING PERTINENT SECTIONS OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES TO REMOVE AND REPLACE GENDER SPECIFIC PRONOUNS FOUND IN EIGHTEEN LOCATIONS WITHIN THE CHARTER WITH GENDER-NEUTRAL PRONOUNS; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes, Florida ("City") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida;

WHEREAS, the City Commission of the City of Lauderdale Lakes ("City Commission") established, by Ordinance No. 2023-002, a non-statutory Charter Review Advisory Board ("Board") whose central mission and purpose is to review the existing Home Rule Charter ("Charter") of the City, and to make a written report to the City Commission proposing recommended amendments or revisions to the Charter in accordance with the Constitution and the laws of Florida;

WHEREAS, the Board has recommended amendments to *Article III, Sections 3.02, 3.09, 3.10, 3.11, Article VII, Section 8.02, Article IX, Section 9.01, and Article X, Section 10.05 of the Charter* to remove and replace gender-specific pronouns with gender-neutral pronouns;

WHEREAS, the City Commission finds that the City officers' genders, as set out in the Charter, are irrelevant to the ability of the person to do the work of the City; further pronoun references in the Charter are often unnecessary, and sometimes are ambiguous;

WHEREAS, The City Commission further finds that except to clarify that gender is not a qualification, the Board's proposed amendment will not change the substance of the Charter provisions; and

WHEREAS, the City Commission has considered the recommendations of the Board and, pursuant to its vested legislative, regulatory and policy-making powers as described in Section 3.01 of the Charter, has further determined the Board's recommendation to be in furtherance of the health, welfare, and safety of its residents.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Ordinance is enacted pursuant to Article IX-Charter Amendments, and other applicable provisions of law.

SECTION 3. Article III, Section 3.02- Qualifications of mayor and city commissioners, of the Home Rule Charter of the City of Lauderdale Lakes is hereby amended to read as follows:

Section 3.02. Qualifications of mayor and city commissioners.

Any qualified Broward County elector whose principal place of residence is in the City of Lauderdale Lakes and who has resided continuously in the city for six (6) months immediately preceding ~~his~~ their qualifying as a candidate for the office shall be eligible to hold the office of mayor or city commissioner.

(Ord. No. 97-23, 1-13-1998)

SECTION 4. Article III, Section 3.09 of the City of Lauderdale Lakes Charter is hereby amended to read as follows:

Section 3.09. Vice-mayor; selection, term, duties, vacancies; presiding officer; transition.

(1) *Service of vice-mayor.* The city shall hold its annual organizational meeting in the month designated for the election of city officials, which organizational meeting shall take place irrespective of an actual election of officials. At the annual organizational meeting provided for herein, except as otherwise provided for the initial transition period, the city commission

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shall by motion select from among its members a vice-mayor who shall serve a term of one year. The vice-mayor shall act as mayor during the absence or disability of the mayor and while so acting, the vice-mayor shall relinquish all committee duties and shall exercise the same responsibilities and shall be subject to the same limitations as are incident to the office of mayor. A vice-mayor succeeding to the office of mayor as the result of a vacancy shall serve the remaining portion of ~~his~~ their regular term of office as a city commissioner following the election of a new mayor.

SECTION 5. Article III, Section 3.10- Vacancies; forfeiture of office; filling of vacancies, of the Home Rule Charter of the City of Lauderdale Lakes is hereby amended to read as follows:

Section 3.10. Vacancies; forfeiture of office; filling of vacancies.

(1) *Vacancies.* A vacancy in the office of mayor or city commission occurs when a mayor or a city commissioner resigns or leaves office otherwise than by normal expiration of ~~his~~ their term of office. The office of mayor or city commissioner shall become vacant upon ~~his~~ their death, resignation, removal from office in any manner authorized by law or forfeiture of ~~his~~ their office, such forfeiture to be declared by the remaining members of the city commission.

(2) *Forfeiture of office.* A mayor or a city commissioner shall forfeit ~~his~~ their office if that person:

- (a) Lacks at any time during a term of office any qualifications for the office prescribed in this Charter or law, or
- (b) Violates any standard of conduct or code of ethics established by law for public officials, or
- (c) Is convicted of a crime involving moral turpitude, or
- (d) Fails to attend three (3) consecutive regular meetings of the city commission without an excuse satisfactory to a majority of remaining members, or
- (e) Has become incapable of performing the duties of the office for a period of more than three (3) months, or
- (f) Has moved ~~his~~ their principal place of residence from the City of Lauderdale Lakes.

In all circumstances arising under this article, the city commission shall be the judge of the applicability of its provisions.

(8) *Failure to qualify.* If any elected or appointed officer shall fail to qualify for the office to which ~~he was~~ they were elected or appointed, within thirty (30) days after ~~his~~ their election or appointment, said office shall be deemed vacant and shall be filled as provided in this Charter.

SECTION 6. Article III, Section 3.11- Prohibitions, of the Home Rule Charter of the City

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of Lauderdale Lakes is hereby amended to read as follows:

Section 3.11. Prohibitions.

Holding other office. No mayor or city commissioner shall hold any other Lauderdale Lakes city office for which there is additional compensation paid, or other elected public office during the term for which ~~he was~~ they were elected to the city commission, and no former mayor or city commissioner shall hold any compensated, appointive Lauderdale Lakes city office or Lauderdale Lakes city employment until one year after the expiration of the term for which ~~he was~~ they were elected to the mayor's post or the city commission.

SECTION 7. Article VIII, Section 8.02- Personal financial interest, of the Home Rule

Charter of the City of Lauderdale Lakes is hereby amended to read as follows:

Section 8.02. Personal financial interest.

Any city officer, employee, board member or members of their immediate families who have a financial interest, direct or indirect, in any corporation, partnership or other organization in any contract with the city, in zoning and land classification, or in the sale of any land, material supplies or services to the city or to a contractor supplying the city, shall make known that interest; and, if substantial, shall refrain from voting upon or otherwise participating in ~~his~~ their capacity as a city officer, employee or board member in the making of such sale or in the making or performance of such contract. Nor shall any city officer, employee or board member or members of their immediate families subsequently benefit from any contract with the city, or matters of zoning and land classification, or the sale of any land, material, supplies or services to the city or to a contractor supplying the city wherein ~~his~~ their financial interest failed to be disclosed under penalty of forfeiture of office or position and such additional penalties as may be prescribed by law. Any city officer, employee or board member who willfully conceals such a substantial financial interest or willfully violates the requirements of this section, shall be deemed guilty of malfeasance in office or position and shall forfeit ~~his~~ their office or position. Violation of this section with the knowledge, express or implied, of the person, corporation, partnership or other organization contracting with or making a sale to the city may render the contract or sale voidable by the city commission.

SECTION 8. Article IX, Section 9.01- Charter amendment, of the Home Rule Charter of

the City of Lauderdale Lakes is hereby amended to read as follows:

Section 9.01. Charter amendment.

(b) *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof, stating that ~~he~~ they personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in ~~his~~ their

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presence, that ~~he~~ they believes them to be the genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the proposed Charter amendment.

SECTION 9. Article X, Section 10.05- Petitions, of the Home Rule Charter of the City of Lauderdale Lakes is hereby amended to read as follows:

Section 10.05. Petitions.

(1) *Number of signatures.* Initiative and referendum petitions must be signed by qualified electors of the city equal in number to at least ten (10) per cent of the total number of qualified electors, registered to vote in the election last occurring as determined by the supervisor of elections of Broward County.

(2) *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address and election precinct of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be rescinded.

(3) *Affidavit of circulator.* Each petition or counterpart thereof shall have attached to it when filed an affidavit executed by the circulator thereof stating that the circulator personally circulated the paper, the number of signatures thereon, that the signatures were affixed in ~~his~~ their presence, that the circulator believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be rescinded.

SECTION 10. The ballot title and questions for the charter amendment proposed in Section 3 of this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024, and shall be in substantial form as follows:

CITY OF LAUDERDALE LAKES (only)

PROPOSED AMENDMENT #6

Removal and replacement of Gender-Specific Pronouns

Shall the amendment to remove and replace gender-specific pronouns found in eighteen (18) locations in the Charter of the City of Lauderdale Lakes with gender-neutral pronouns be adopted?

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For Approval _____

Against Approval _____

SECTION 11. The Charter Amendment set forth in this Ordinance shall be submitted to a vote of the electors of the City of Lauderdale Lakes at the next general election to be held on November 5, 2024.

SECTION 12. If the Charter Amendment set forth in this Ordinance is approved by a majority of the electors voting in the next general election to be held on November 5, 2024, such amendment shall be effective as of the day immediately following the certification of the results of the election.

SECTION 13. INCLUSION IN THE CODE OF ORDINANCES: Upon adoption, the Charter Amendment set forth in this Ordinance shall be incorporated in the City of Lauderdale Lakes Charter. The sections of this Ordinance may be renumbered or re-lettered 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 14. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 15. 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.

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SECTION 16. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 23rd DAY OF APRIL 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF ____ 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

VOTE:

Mayor Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Mark Spence	____ (For)	____ (Against)	____ (Other)
Commissioner Tycie Causwell	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Sharon Thomas	____ (For)	____ (Against)	____ (Other)

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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

ORDINANCE 2024-010 OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING CHAPTER 14 FLOOD PREVENTION AND PROTECTION OF THE LAND DEVELOPMENT CODE TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS

Summary

This is a city initiated ordinance providing for an amendment to Chapter 14 of the Land Development Regulations (LDRs), updating the date of the flood insurance study (FIS), flood insurance rate maps and amend the definition for "Market Value".

Staff Recommendation

Background:

Staff is recommending the Mayor and the City Commission to approve the proposed amendments as they are necessary to continue to meet the requirements of Title 44 Code of Regulations sections 59 and 60.

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Stephen Smith/Development Services

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
❑ Ordinance 2024-010 2024 Update to date of Flood Insurance Study and Flood Insurance Rate Map	Ordinance
❑ 01-TA-24 Interoffice Memo	Backup Material

ORDINANCE 2024-010

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING CHAPTER 14 FLOOD PREVENTION AND PROTECTION OF THE LAND DEVELOPMENT CODE TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry;

WHEREAS, the City of Lauderdale Lakes (“City”) participates in the National Flood Insurance Program and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation;

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Broward County, Florida and Incorporated Areas, with an effective date of July 31, 2024; and

WHEREAS, the City Commission of Lauderdale Lakes has determined that it is in the public interest to amend Chapter 14, Section 1402.3, relating to the basis for establishing flood hazard areas in order to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps, and further to amend Section 1409.4 in order to provide for updated amendment to the definition of “market value”.

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY AND LEGISLATIVE FINDINGS: The City Commission hereby finds that Ordinance is authorized pursuant to Chapter 1, Section 1-7 of the Lauderdale Lakes Code of Ordinances, Chapter 5, Section 507 of the Land Development Regulations, Lauderdale Lakes and is required for compliance with State and Federal Law.

SECTION 3. APPLICABILITY: The City Commission hereby finds and establishes that for purposes of jurisdictional applicability, this Ordinance shall apply within the corporate jurisdictional limits of the City of Lauderdale Lakes, and further shall apply to all applications for development, including building permit applications and subdivision proposals submitted on or after the effective date of this ordinance.

SECTION 4. AMENDMENT. CHAPTER 14- FLOOD PREVENTION AND PROTECTION, SECTION 1402.3 OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS IS HEREBY AMENDED AS FOLLOWS:

1402.3 Basis for establishing flood hazard areas. The Flood Insurance Study for Broward County, Florida and Incorporated Areas dated July 31, 2024 ~~August 18, 2014~~, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the development services department.

SECTION 5. AMENDMENT: CHAPTER 14- FLOOD PREVENTION AND PROTECTION, SECTION 1409.4 OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS IS HEREBY AMENDED AS FOLLOWS:

CODING: Words, symbols, and letters ~~stricken~~ are deletions; words, symbols, and letters underlined are additions. Words, symbols, and letters double underlined are additions after first reading; words, symbols, and letters ~~double stricken~~ are deletions after first reading.

1409.4- *Definitions.*

~~Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsions to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market~~ the value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~ is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

SECTION 6. CONFLICT: All previously adopted ordinances, resolutions or Code provisions that are in conflict with this ordinance are hereby repealed.

SECTION 7. 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 8. INCLUSION IN THE CODE OF ORDINANCES: 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 in 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.

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SECTION 9. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 23RD DAY OF APRIL 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF ____ 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by:

VOTE:

Mayor Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Mark Spence	____ (For)	____ (Against)	____ (Other)
Commissioner Tycie Causwell	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Sharon Thomas	____ (For)	____ (Against)	____ (Other)

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Interoffice Memorandum to the City Commission April 23, 2024

App No.
01-TA-24

TO:	Treaasa Brown-Stubbs City Manager	Dates	Boards
		October 30, 2023	Application Received
THRU:	Tanya Davis-Hernandez, AICP Development Services Director	March 28, 2024	Planning & Zoning Board
		April 22, 2024	City Commission Workshop (Pending)
		April 23, 2024	City Commission Regular Meeting (Pending)
FROM:	Stephen Smith Planner II		

RE: Text Amendment: Flood Plain Regulations

I. PROJECT DESCRIPTION

<u>Project Name:</u> LDR Text Amendment	<u>Project Request: 01-TA-24</u> Amend the following sections of Chapter 14 Flood Prevention and Protection to remain consistent with the requirements of Title 44 Code of Federal Regulations, sections 59 and 60: <ul style="list-style-type: none">Section 1402.3 Basis for establishing flood hazard areas, to change the prior Florida Insurance Study (FIS) effective date to the revised one.Section 1409 Definitions, to update the definition for "market value".	<u>Staff Recommendation:</u> Staff recommends for the P&Z Board to make a recommendation of approval of the application as it meets the standards set forth in Chapter 5 section 507.
<u>Project Location:</u> Citywide		
<u>Project Applicant:</u> City of Lauderdale Lakes		
<u>Project Planner:</u> Stephen Smith, Planner II		
<u>Prior Approvals:</u> Ordinance 2014-012		

II. PROJECT OVERVIEW

REQUEST:

On February 12, 2024, the City received correspondence from the Florida Department of Emergency Management (FDEM) that the Federal Emergency Management Agency (FEMA) issued a Letter of Final Determination on January 31, 2024 for the revised Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) for Broward County. The FIS report and the FIRM for community will become effective on July 31, 2024.

The City of Lauderdale Lakes was accepted for participation in the National Flood Insurance Program (NFIP) on December 4, 1979, and the City Commission of the City of Lauderdale Lakes desires to continue to meet the requirements of Title 44 Code of Federal Regulations, sections 59 and 60, necessary for such participation. As a condition of continued eligibility in the NFIP, the City has to adopt or show evidence of adoption of the flood plain management regulations within 6 months from the date of the letter.

FDEM provided three options (3) that City could choose to comply with NFIP requirements:

- 1) Your community may want to modify the ordinance to show the new FIS effective date and make a change to the definition of “Market Value” that has been adopted by nearly 200 communities in recent years.
- 2) Your community may want to revise the FIS date and adopt other amendments.
- 3) Your community may elect to rely on “auto-adopt,” which refers to the phrase “and all subsequent amendments and revisions” found in your ordinance section titled “Basis for establishing flood hazard areas.

Staff opted to bring forth the amendments outlined under option 1 which will amend sections 1402.3 and 1409 of Chapter 14 of the City's Land Development Regulations as it relates to floodplain regulations.

III. BACKGROUND

NATIONAL FLOOD INSURANCE PROGRAM:

The National Flood Insurance Program (NFIP) is a program run by the Federal Emergency Management Agency (FEMA). It was established in 1968 to provide federally supported (subsidized) flood insurance for properties with significant flood risk. In return, supported communities must meet minimum flood plain management standards. Risk areas are designated and mapped by FEMA with their Flood Insurance Rate Maps (FIRMs). Depicted on the maps are special Flood Hazard Areas (SFHAs). These are areas with a 1% or greater risk of annual flooding.

As maps are updated communities must adopt them and enact minimum standards to regulate development in flood designated areas. If a community does not adopt their FIRMs or does not maintain their standards they can be put on probation or suspended from the Program. If a community does not participate with the NFIP, properties within those boundaries cannot purchase reduced rate flood insurance. Individuals in these areas can also face challenges receiving federal disaster assistance in flood hazard areas, or in receiving federally backed mortgages.

Overall, the program reduces the socio-economic impact of disasters by promoting the purchase and retention of Risk Insurance in general, and National Flood Insurance in particular.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT:

The Florida Division of Emergency Management serves as the State Coordinating Agency of the NFIP to work with Florida municipalities and counties to administer local flood damage reduction regulations.

IV. ANALYSIS

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The proposed amendments have been reviewed for compliance with the City's Comprehensive Plan and is consistent with the following policies listed under the Future Land Use (FLU), Housing (HOU) and Intergovernmental Coordination (ING) Elements:

(FLU)(Policy 1.8.1): *Lauderdale Lakes shall continue to enforce its flood damage prevention regulations.*

(HOU)(Policy 1.7.2): *The City should participate in the Federal Emergency Management Agency's Community Rating System (CRS) program and implement a program that will help to reduce flood insurance costs for residents in the City. The program should reflect a reduced flood risk resulting from community actions meeting the three goals of the CRS:*

- 1. Reduce flood losses;*
- 2. Facilitate accurate insurance rating; and*
- 3. Promote the awareness of flood insurance.*

(ING)(Policy 1.1.15): *The City shall expand its coordination efforts with the Federal Emergency Management Agency (FEMA) to participate in the Community Rating System (CRS) program to increase community awareness in relation to flood losses and insurance costs.*

CONFORMANCE WITH THE LAND DEVELOPMENT REGULATIONS (LDRs):

Pursuant to Chapter 5 section 507.8 of the LDRs, when deciding to recommend approval of a proposed text amendment, the Administration, Planning and Zoning Board and the City Commission shall consider compliance with the following standards. Staff has provided their finds for each standard below:

A. The proposed amendment is legally required.

Staff Response: Staff agrees with the above. To remain compliant with the terms of the NFIP each participating community must comply with the updates set forth by FEMA.

B. The proposed amendment is consistent with the goals and objectives of the comprehensive plan.

Staff Response: Staff agree with the above. The proposed amendments are consistent with the goals and objectives of the comprehensive plan as provided above.

C. The proposed amendment is consistent with the authority and purpose of the LDR.

Staff Response: Staff agrees. Section 102 of the LDRs expresses the purpose of the LDRs, which is to, "... further implement the comprehensive plan of the City by establishing regulations, procedures and

standards to foster and preserve the public health, safety, procedures and equitable in terms of the rights of property owners and the consideration for the interests of the citizens of the City”. Continuing our participation of the NFIP is aligned with public safety, health and aids in the progressive development and redevelopment of the City.

D. The proposed amendment furthers the orderly development of the city.

Staff Response: Staff agrees. The updated flood maps will benefit Community planners and local officials by providing us with a greater understanding of the flood hazards and risks that affect Broward County. It will also aid home and business owners by providing them with the ability to make better financial decisions about protecting their properties.

E. The proposed amendment improves the administration or execution of the development process.

Staff Response: Staff agrees. The updated flood maps will improve the administration/execution of the development process by providing more detailed information for making decisions on where to build and how construction can affect local flood hazard areas.

APPLICABLE FLOOD INSURANCE RATE MAP CHANGES:

Staff reviewed the latest flood maps to better understand the total amount of parcels in the City that were affected by FEMA’s most recent study. Below is a table (see Table 1) which summarizes Staff’s findings:

City of Lauderdale Lakes – Flood Map			
		Higher Risk	Lower Risk
Total # of Parcels	6505		
Total Affected	55		
Total Residential	48	50	
Other	7		5
% Change		91%	9%

TABLE 1

PROPOSED CODE LANGUAGE:

The draft code changes have been attached as an exhibit to this report (see Exhibit B). The amendments are subject to final review and approval by the City Attorney’s Office. New language is underlined and eliminated language is ~~strikethrough~~.

V. STAFF RECOMMENDATION

Based upon the assessment and findings contained within this report, Staff is recommending for the Planning and Zoning Board to approve the application as it complies with the provisions set forth in the City’s Comprehensive Plan and Land Development Regulations.

VI. PLANNING AND ZONING BOARD RECOMMENDATION

At its March 28, 2024 regular meeting, the Planning and Zoning Board forwarded a recommendation of approval (Motion carried 3-0) to the City Commission. The Board also had some follow-up questions regarding the NFIP (see below):

- 1) How many communities in Florida are non-participating communities in the National Flood Insurance Program?
- 2) How much of a discount is provided off of flood insurance for participating communities.

Which Staff has provided correspondence from FDEM in response to those comments attached as Exhibit C to this report.

VII. EXHIBITS

- A. Location Map
- B. Proposed Amendments to Chapter 14 (Strikethrough/Underline)
- C. FDEM Planning and Zoning Board Response

EXHIBIT A

LOCATION MAP

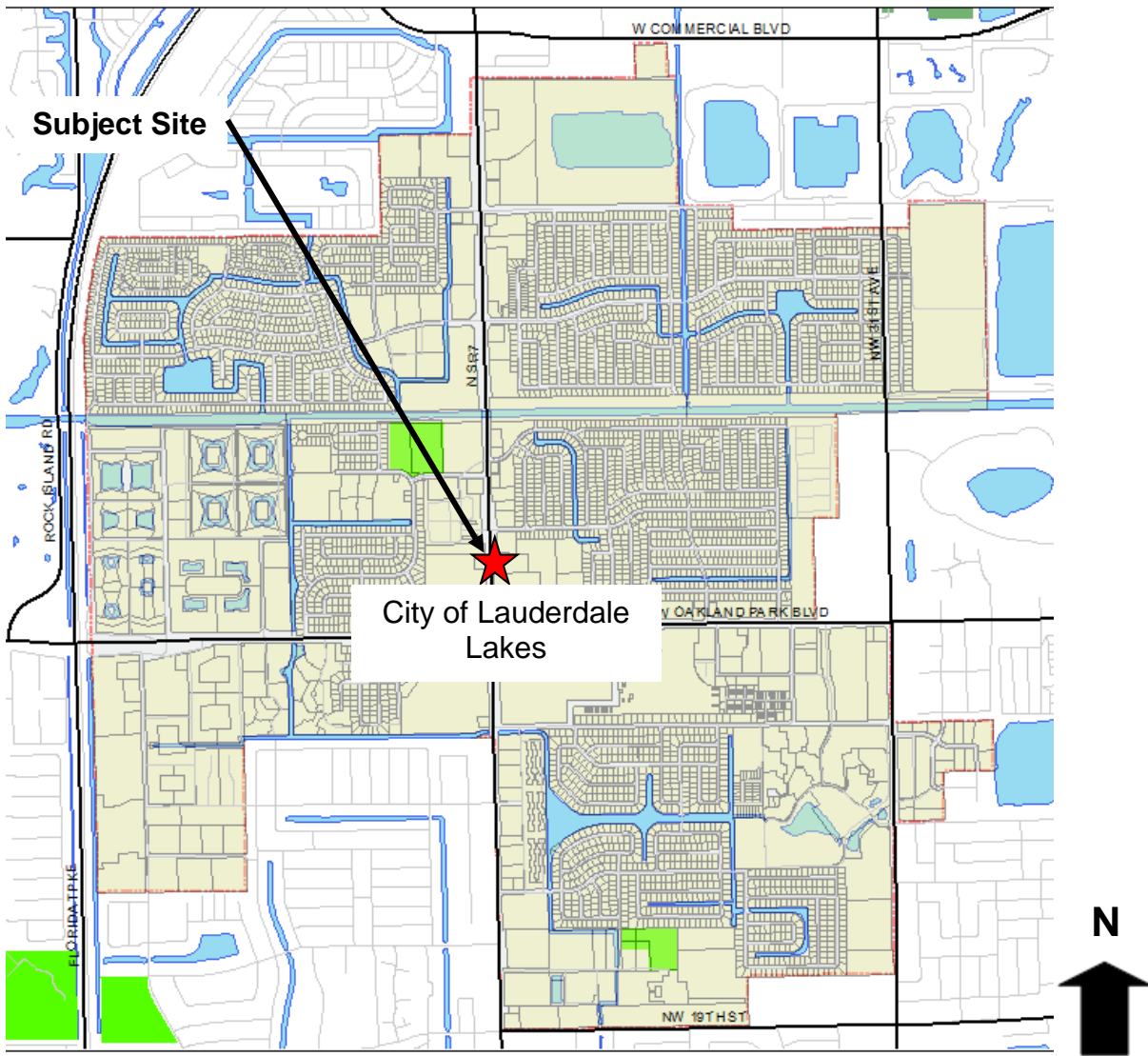


EXHIBIT B

Sec. 1402. Applicability.

1402.1. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

1402.2. *Areas to which this ordinance applies.* This ordinance shall apply to all flood hazard areas within the City of Lauderdale Lakes, as established in subsection 1402.3 of this ordinance.

1402.3. *Basis for establishing flood hazard areas.* The Flood Insurance Study for Broward County, Florida and Incorporated Areas dated August 18, 2014 July 31st, 2024, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the development services department.

1402.3.1. *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 1405 of this ordinance the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the Florida Building Code.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

1402.4. *Other laws.* The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

1402.5. *Abrogation and greater restrictions.* This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

1402.6. *Interpretation.* In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. 2014-12, § 2, 5-27-2014)

Sec. 1409. Definitions.

1409.1. *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

1409.2. *Terms defined in the Florida Building Code.* Where terms are not defined in this ordinance and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

1409.3. *Terms not defined.* Where terms are not defined in this ordinance or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

1409.4. *Definitions.* For the purposes of this ordinance, the following words, terms and phrases shall have the meanings attached to them, except where the context clearly indicates a different meaning or where a specific definition is contained within an individual chapter, section or subsection.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance or a request for a variance.

ASCE 24 means a standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Design flood means the flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 1612.2.]

Development means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any buildings and structures for which the "start of construction" commenced before December 4, 1979. [Also defined in FBC, B, Section 1612.2.]

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before December 4, 1979.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area means the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Conditional letter of map revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Letter of map revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Light-duty truck, as defined in 40 C.F.R. 86.082-2, means any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the nonelevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect and quality of construction), determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction means, for the purposes of administration of this ordinance and the flood-resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after December 4, 1979, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after December 4, 1979.

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in 320.01, F.S.]

Recreational vehicle means a vehicle, including a park trailer, which is: [See section 320.01, F.S.)

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area means an area in the floodplain subject to a one-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction means the date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the

improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. [See instructions and notes.]

Variance means a grant of relief from the requirements of this ordinance, or the flood-resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Ord. 2014-12, § 2, 5-27-2014)

EXHIBIT C

Stephen Smith

From: Hailey Anderson <Hailey.Anderson@em.myflorida.com>
Sent: Monday, April 1, 2024 10:43 AM
To: Stephen Smith
Cc: Michael Burchette
Subject: [EXTERNAL] RE: LFD Lauderdale Lakes- P&Z questions

Follow Up Flag: Follow up
Flag Status: Flagged

Stephen,

To answer your first question, please visit this link: <https://www.fema.gov/flood-insurance/work-with-nfip/community-status-book> and scroll down to the list of states, select Florida -> PDF, and scroll down to the last page. This shows that 10 communities in Florida do not participate in the NFIP. You can also see participating communities with their CRS discounts.

To answer your second question, let me first clarify the purpose of the NFIP. The National Flood Insurance Program was created to provide government-backed flood insurance to reduce the socio-economic impacts of flooding. The NFIP simply provides access, not discounts. Discounts are a separate can of worms!

Please review the fact sheet below to see how non-participation in the NFIP can impact future disaster assistance opportunities:

https://www.fema.gov/sites/default/files/documents/fema_non-participating-communities-fact-sheet.pdf

The Community Rating System (CRS) was created to award discounts on flood insurance premiums to communities that implement higher standards in their floodplain management program. They assess a community's ranking based on point accumulations in various categories and award flood insurance premium discounts according to ranking. **A community cannot be in CRS without being in the NFIP!**

I don't have the information readily available at this moment, but if you are a CRS community, you can reach out to your ISO/Verisk specialist to see what your current ranking is and the associated discount.

I hope this helps!

Respectfully,



Hailey Anderson
Floodplain Management Specialist
Office of Floodplain Management
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399
(850) 815-4523 Desk
(850) 566-0526 Cell
hailey.anderson@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt according to Florida Statutes is a public record that will be made available to the public upon request.

From: Stephen Smith <stephens@lauderdalelakes.org>
Sent: Monday, April 1, 2024 10:10 AM
To: Hailey Anderson <Hailey.Anderson@em.myflorida.com>
Cc: Michael Burchette <Michael.Burchette@em.myflorida.com>
Subject: LFD Lauderdale Lakes- P&Z questions

You don't often get email from stephens@lauderdalelakes.org. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Ms. Anderson,

I hope this email finds you well. I am reaching out to you as a following-up to a Planning and Zoning Board hearing conducted last week and some questions that arose from the meeting:

- 1) How many communities in Florida are non-participating communities in the National Flood Insurance Program.
- 2) How much of a discount is provided off of flood insurance for participating communities.

If possible, can you please provide answers to the above questions or let me know where I can find the information, so I can provide those findings to the City Commission.

Let me know if you have any questions regarding the above,

Thank you in advance,

Stephen Smith

Planner II | Development Services
City of Lauderdale Lakes
4300 NW 36th Street | Lauderdale Lakes, FL 33319
stephens@lauderdalelakes.org
V: 954-304-9214
F: 954-731-5309



www.lauderdalelakes.org

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Please consider the environment before printing this e-mail

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title
ORDINANCE 2024-011 AUTHORIZING THE IMPLEMENTATION OF AN ADDITIONAL HOMESTEAD EXEMPTION, SENIOR EXEMPTION ON AD VALOREM TAXES OF \$25,000 IN ACCORDANCE WITH FLORIDA STATUTE 196.075 (4) (A-D), WITH A FISCAL IMPACT OF \$38,059
Summary
This ordinance authorizes the increase of the Senior Exemption on Ad Valorem taxes from \$25,000 to \$50,000 in accordance with Florida Statute 196.075 (4) (a-d).
Staff Recommendation

Background:

The Senior Exemption is governed by Florida State Statute. It allows municipalities to provide up to \$50,000 as an exemption towards a property owners primary residency based upon the property owner being a minimum age of 65 and income not to exceed \$20,000. Additionally, the homeowner's Just Property Value must not exceed \$250,000 and maintained permanent residence as the owner for at least 25 years. Based upon previous workshop discussion with the City Commission staff is proceeding with soliciting Commission approval to implement the Senior Exemption, which is an additional homestead exception in compliance with Florida Statute 196.075 (4) (a-d). The City implemented a \$25,000 senior exemption, effective February 8, 2000, Ordinance #00-08 (See Attached). This action would increase the exemption to \$50,000.

City staff has reviewed the impact of the City of Lauderdale Lakes granting an additional homestead exception to seniors who meet the stated qualification as outlined in the Florida Statute 196.075. Based upon staff's review, 694 parcels would qualify for the exemption based upon those parcel that currently receive the exemption through the County. However only 203 parcels would benefit from the additional homestead exemption because 491 parcels after receiving the County's Senior Exemption have a taxable value of 0. If the City provides with an additional homestead exemption to seniors who qualify for the exemption, 201 parcels will be impacted and the City will lose City Wide Ad Valorem taxes estimated to be \$38,059. See Exhibit A for the detail impact of granting the Senior Homestead Exemption.

Funding Source:

General Fund, 00180-31110-Ad Valorem Revenue

Fiscal Impact:

The City will lose approximately \$38,059 in Ad Valorem Revenue.

Sponsor Name/Department: Asheley Hepburn, Director Financial Services, MPA

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
❑ Ordinance 2024-011 Adopting Senior Exemption	Ordinance
❑ Senior Exemption	Backup Material

ORDINANCE 2024-011

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING CHAPTER 82, ARTICLE 1, SECTION 82-3 (ADDITIONAL HOMESTEAD EXEMPTION) OF THE CITY CODE OF ORDINANCES TO INCREASE THE AMOUNT OF THE ADDITIONAL HOMESTEAD EXEMPTION FOR PERSONS 65 AND OLDER AND FURTHER SUBJECT TO OTHER REQUIREMENTS SET FORTH IN SECTION 196.075, FLORIDA STATUTES, AND IN ACCORDANCE WITH PROCEDURES SET FORTH IN CHAPTER 166; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 6(d), Art. III of the Constitution of the State of Florida, and pursuant to Section 196.075 (2), Florida Statutes, the governing authority of any municipality may adopt an ordinance to allow either or both of the following additional homestead exemptions:

(a) Up to \$50,000 for a person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained age 65, and whose household income does not exceed \$20,000.

(b) The amount of the assessed value of the property for a person who has the legal or equitable title to real estate with a just value less than \$250,000, as determined in the first tax year that the owner applies and is eligible for the exemption, and who has maintained thereon the permanent residence of the owner for at least 25 years, who has attained age 65, and whose household income does not exceed the income limitation prescribed in paragraph (a), as calculated in subsection (3).

WHEREAS, Section 196.075 (3), further provides:

The \$20,000 income limitation shall be adjusted annually, on January 1, by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price-index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.

1 WHEREAS, Section 196.075(1)(b), Florida Statutes, states that “Household income”
2 means the adjusted gross income, as defined in s. 62 of the United States Internal Revenue Code,
3 of all members of a household;

4 WHEREAS, Section 196.075(4)(a) further mandates, among other things, that:

5 An ordinance granting an additional homestead exemption as authorized by this section
6 must meet the following requirements:

7 (a) It must be adopted under the procedures for adoption of a nonemergency
8 ordinance specified in chapter 125 by a board of county commissioners or chapter
9 166 by a municipal governing authority, *except that the exemption authorized by*
10 *paragraph (2)(b) must be authorized by a super majority (a majority plus one) vote*
11 *of the members of the governing body of the county or municipality granting such*
12 *exemption. [Emphasis added]*
13

14 WHEREAS, City Staff has determined that within the City of Lauderdale Lakes (“City”),
15 approximately 694 parcels presently qualify for the proposed additional homestead exemption,
16 which determination is made based on City Staff’s confirmation that the referenced 694 parcels
17 are currently receiving the same additional homestead exemption by the City for the calendar
18 year 2023;

19 WHEREAS, City Staff has further determined that only 203 of the 694 referenced parcels
20 would benefit from the proposed additional homestead exemption because 491 of such parcels
21 have a taxable value of \$0 after receiving the existing City Senior Exemption after meeting the
22 same statutory requirements;

23 WHEREAS, in the event that the City allows for an additional homestead exemption to
24 persons 65 and older who otherwise qualify for the exemption, 203 parcels will be impacted, and
25 will cause a reduction in Citywide Ad Valorem taxes estimated to be in the amount of Thirty-Eight

CODING: Words, symbols, and letters ~~stricken~~ are deletions; words, symbols, and letters underlined are
additions. Words, symbols, and letters double underlined are additions after first reading; words, symbols,
and letters ~~double stricken~~ are deletions after first reading.

1 Thousand Fifty-Nine and 21/100 Dollars (\$38,059.21);

2 WHEREAS, the funding source for this exemption is the General Fund, 00180-31110-Ad
3 Valorem Revenue;

4 WHEREAS, the fiscal impact associated with implementing this ordinance is Thirty-Eight
5 Thousand Fifty-Nine and 21/100 Dollars (\$38,059.21); and

6 WHEREAS, the City Commission of Lauderdale Lakes has determined it to be in the best
7 interest of the health, safety and welfare of the residents of the City to allow an additional
8 homestead exemption for persons 65 or older and who otherwise meet the requirements of
9 Section 196.075.

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

12 SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated
13 herein by this reference.

14 SECTION 2. AUTHORITY AND LEGISLATIVE FINDINGS. The City Commission hereby
15 finds that this Ordinance is authorized pursuant to Chapter 1, Section 1-7 of the Code and is in
16 accordance with and is required for compliance with Chapter 166, Florida Statutes, and Section
17 196.075, Florida Statutes and other applicable provisions of law.

18

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SECTION 3. AMENDMENT. CHAPTER 82 (TAXATION AND FINANCE), ARTICLE I, SECTION 82-3 (ADDITIONAL HOMESTEAD EXEMPTION) OF THE CODE OF ORDINANCES, LAUDERDALE LAKES, FLORIDA IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 82-3. Additional homestead exemptions.

(1) As used in this section, the term:

~~(a) Definitions. The following terms shall have the respective meanings as hereinafter set forth:~~

City means the City of Lauderdale Lakes, Broward County, Florida.

~~(b) Household~~ means a person or group of persons living together in a room or group of rooms as a housing unit, but the term does not include persons boarding in or renting a portion of the dwelling.

~~(c) Household income~~ means the adjusted gross income, as defined in section 62 of the United States Internal Revenue Code, of all members of a household.

~~(d) Property appraiser~~ means the Broward County Property Appraiser.

~~(b2) Additional homestead exemption. In accordance with Section 6(d), Art. III of the Constitution of the State of Florida and Pursuant to Section F.S. §196.075, Florida Statutes, as currently existing or as may be amended from time to time, the City of Lauderdale Lakes does hereby allow both of the following as additional homestead exemptions:~~

~~(a) Up to of \$250,000.00, for which additional homestead exemption is limited to those taxes levied by the city, is available to any person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained age 65 and whose household income does not exceed \$20,000.~~

~~(b) The amount of the assessed value of the property for a person who has the legal or equitable title to real estate with a just value less than \$250,000, as determined in the first tax year that the owner applies and is eligible for the exemption, and who has maintained thereon the permanent residence of the owner for at least 25 years, who has attained age 65, and whose household income does not exceed the income limitation prescribed in paragraph (a), as calculated in subsection (c)~~

~~(c) Adjustment of income limitation. Beginning January 1, 2001, the \$20,000.00 income limitation shall be adjusted annually, on January 1, by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price-index figures for the age of the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.~~

~~(d) Annual submittal requirement. Any taxpayer claiming the additional homestead exemption provided for in this section shall, not later than March 1, submit a sworn statement of~~

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household income, on a form prescribed by the State of Florida, Department of Revenue, to the property appraiser.

(e) The additional homestead exemptions provided for in subsection (2) applies only to taxes levied by the City of Lauderdale Lakes, including all dependent taxing districts and municipal service taxing units, if any.

SECTION 4. CONFLICT: All Ordinances, Resolutions or other Code provisions previously adopted or entered into by the City that are in conflict with this Ordinance are hereby repealed to the extent inconsistent herewith.

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 THE CODE OF ORDINANCES: 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 in 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.

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SECTION 7. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 23RD DAY OF APRIL 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF ____ 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

VOTE:

Mayor Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Mark Spence	____ (For)	____ (Against)	____ (Other)
Commissioner Tycie Causwell	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Sharon Thomas	____ (For)	____ (Against)	____ (Other)

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City of Lauderdale Lakes
Impact of Granting \$50K
Senior Homestead Exemption

Exhibit A

FOLIO	NUMBER	USE	COD	JUST LAND VALUE	JUST BUILDING VALUE	NEW SOH VALUE	NEW SB SOH VALUE	HE1 AMOUNT	HE2 AMOUNT	CITY TAXABLE	Impact of Loss Ad Valorem Tax
494125GK1260	04			9,830.00	88,470.00	98,300.00	98,300.00	25,000.00	-	49,150.00	422.69
494230090530	01			41,750.00	330,420.00	122,980.00	122,980.00	25,000.00	25,000.00	47,980.00	412.63
494219150500	01			41,010.00	350,360.00	122,280.00	122,280.00	25,000.00	25,000.00	47,280.00	406.61
494124080550	01			74,420.00	401,610.00	121,870.00	121,870.00	25,000.00	25,000.00	46,870.00	403.08
494124140490	01			40,520.00	298,190.00	121,410.00	121,410.00	25,000.00	25,000.00	46,410.00	399.13
494113120740	01			46,420.00	319,320.00	121,170.00	121,170.00	25,000.00	25,000.00	46,170.00	397.06
494230090380	01			41,750.00	336,990.00	120,540.00	120,540.00	25,000.00	25,000.00	45,540.00	391.64
494124130900	01			21,930.00	193,260.00	120,470.00	120,470.00	25,000.00	25,000.00	45,470.00	391.04
494124010270	01			35,750.00	273,770.00	120,150.00	120,150.00	25,000.00	25,000.00	45,150.00	388.29
494124100430	01			39,950.00	374,860.00	119,790.00	119,790.00	25,000.00	25,000.00	44,790.00	385.19
494230101020	01			60,210.00	339,860.00	119,480.00	119,480.00	25,000.00	25,000.00	44,480.00	382.53
494124130950	01			22,030.00	210,830.00	119,400.00	119,400.00	25,000.00	25,000.00	44,400.00	381.84
494124010020	01			38,500.00	243,500.00	118,650.00	118,650.00	25,000.00	25,000.00	43,650.00	375.39
494124BB0600	04			11,420.00	102,790.00	81,360.00	94,830.00	25,000.00	-	43,640.00	375.30
494125CA0220	04			10,740.00	96,680.00	84,470.00	94,560.00	25,000.00	-	43,620.00	375.13
494124120520	01			41,920.00	316,110.00	118,410.00	118,410.00	25,000.00	25,000.00	43,410.00	373.33
494124130880	01			21,930.00	167,270.00	118,060.00	118,060.00	25,000.00	25,000.00	43,060.00	370.32
494219150060	01			37,980.00	345,010.00	122,860.00	122,860.00	25,000.00	25,000.00	42,860.00	368.60
494219150490	01			52,130.00	411,980.00	121,850.00	121,850.00	25,000.00	25,000.00	41,850.00	359.91
494219140390	01			37,950.00	330,770.00	116,360.00	116,360.00	25,000.00	25,000.00	41,360.00	355.70
494219120970	01			37,950.00	312,440.00	116,340.00	116,340.00	25,000.00	25,000.00	41,340.00	355.52
494124100540	01			48,260.00	313,260.00	115,940.00	115,940.00	25,000.00	25,000.00	40,940.00	352.08
494219100510	01			39,950.00	375,370.00	115,660.00	115,660.00	25,000.00	25,000.00	40,660.00	349.68
494124DG0150	04			11,050.00	99,490.00	66,240.00	81,290.00	25,000.00	-	40,220.00	345.89
494230070610	01			39,990.00	310,940.00	119,840.00	119,840.00	25,000.00	25,000.00	39,840.00	342.62
494219031170	01			38,120.00	237,290.00	114,630.00	114,630.00	25,000.00	25,000.00	39,630.00	340.82
494219100700	01			44,690.00	395,620.00	119,150.00	119,150.00	25,000.00	25,000.00	39,150.00	336.69
494219071360	01			36,120.00	410,370.00	124,060.00	124,060.00	25,000.00	25,000.00	39,060.00	335.92
494125HM0020	04			9,830.00	88,470.00	65,400.00	76,050.00	25,000.00	-	38,500.00	331.10
494230090880	01			50,190.00	315,130.00	118,210.00	118,210.00	25,000.00	25,000.00	38,210.00	328.61
494230011310	01			49,960.00	350,420.00	113,190.00	113,190.00	25,000.00	25,000.00	38,190.00	328.43
494125GK0330	04			11,250.00	101,200.00	112,450.00	112,450.00	25,000.00	25,000.00	37,450.00	322.07
494124010330	01			38,500.00	281,800.00	112,360.00	112,360.00	25,000.00	25,000.00	37,360.00	321.30
494219080220	01			37,970.00	335,960.00	117,350.00	117,350.00	25,000.00	25,000.00	37,350.00	321.21
494219010260	01			33,650.00	237,770.00	112,220.00	112,220.00	25,000.00	25,000.00	37,220.00	320.09
494230100830	01			37,950.00	284,220.00	111,390.00	111,390.00	25,000.00	25,000.00	36,390.00	312.95
494219030640	01			33,440.00	299,600.00	110,760.00	110,760.00	25,000.00	25,000.00	35,760.00	307.54
494125GK0660	04			9,830.00	88,470.00	60,890.00	75,280.00	25,000.00	-	34,760.00	298.94
494219150720	01			52,700.00	419,570.00	114,750.00	114,750.00	25,000.00	25,000.00	34,750.00	298.85
494124010940	01			35,750.00	229,230.00	109,730.00	109,730.00	25,000.00	25,000.00	34,730.00	298.68
494219101520	01			42,900.00	370,240.00	114,490.00	114,490.00	25,000.00	25,000.00	34,490.00	296.61
494230100050	01			38,070.00	371,110.00	109,440.00	109,440.00	25,000.00	25,000.00	34,440.00	296.18
494230110550	01			48,760.00	335,140.00	113,690.00	113,690.00	25,000.00	25,000.00	33,690.00	289.73
494230031101	01			58,280.00	277,580.00	108,260.00	108,260.00	25,000.00	25,000.00	33,260.00	286.04
494124080040	01			38,100.00	255,520.00	108,240.00	108,240.00	25,000.00	25,000.00	33,240.00	285.86
494219110970	01			37,950.00	314,290.00	107,950.00	107,950.00	25,000.00	25,000.00	32,950.00	283.37
494219050540	01			36,660.00	297,670.00	107,650.00	107,650.00	25,000.00	25,000.00	32,650.00	280.79
494113120010	01			41,730.00	328,640.00	107,600.00	107,600.00	25,000.00	25,000.00	32,600.00	280.36
494125AJ0310	04			10,740.00	96,680.00	107,420.00	107,420.00	25,000.00	25,000.00	32,420.00	278.81
494113120720	01			35,690.00	324,060.00	106,900.00	106,900.00	25,000.00	25,000.00	31,900.00	274.34
494219100640	01			49,490.00	360,170.00	116,890.00	116,890.00	25,000.00	25,000.00	31,890.00	274.25
494124AJ0190	04			7,220.00	64,990.00	61,190.00	65,690.00	25,000.00	-	31,600.00	271.76
494124140370	01			38,040.00	268,730.00	106,310.00	106,310.00	25,000.00	25,000.00	31,310.00	269.27
494219080340	01			37,970.00	311,450.00	106,190.00	106,190.00	25,000.00	25,000.00	31,190.00	268.23
494113120650	01			54,850.00	268,900.00	105,630.00	105,630.00	25,000.00	25,000.00	30,630.00	263.42
494219020650	01			47,810.00	353,880.00	105,590.00	105,590.00	25,000.00	25,000.00	30,590.00	263.07
494230080700	01			43,760.00	273,350.00	105,500.00	105,500.00	25,000.00	25,000.00	30,500.00	262.30

City of Lauderdale Lakes
Impact of Granting \$50K
Senior Homestead Exemption

Exhibit A

FOLIO	NUMBER	USE	COD	JUST LAND VALUE	JUST BUILDING VALUE	NEW SOH VALUE	NEW SB SOH VALUE	HE1 AMOUNT	HE2 AMOUNT	CITY TAXABLE	Impact of Loss Ad Valorem Tax
494230090600	01			41,750.00	290,960.00	110,420.00	110,420.00	25,000.00	25,000.00	30,420.00	261.61
494124100380	01			40,000.00	381,060.00	104,910.00	104,910.00	25,000.00	25,000.00	29,910.00	257.23
494219131160	01			37,950.00	386,070.00	104,880.00	104,880.00	25,000.00	25,000.00	29,880.00	256.97
494124020150	01			39,460.00	245,040.00	104,550.00	104,550.00	25,000.00	25,000.00	29,550.00	254.13
494219152130	01			35,200.00	282,580.00	104,520.00	104,520.00	25,000.00	25,000.00	29,520.00	253.87
494219070570	01			40,440.00	330,450.00	109,350.00	109,350.00	25,000.00	25,000.00	29,350.00	252.41
494219051450	01			33,940.00	391,350.00	104,240.00	104,240.00	25,000.00	25,000.00	29,240.00	251.46
494219141240	01			37,950.00	328,160.00	109,240.00	109,240.00	25,000.00	25,000.00	29,240.00	251.46
494219110940	01			42,380.00	337,010.00	104,200.00	104,200.00	25,000.00	25,000.00	29,200.00	251.12
494113120640	01			40,350.00	311,930.00	103,890.00	103,890.00	25,000.00	25,000.00	28,890.00	248.45
494219051370	01			33,890.00	396,840.00	103,760.00	103,760.00	25,000.00	25,000.00	28,760.00	247.34
494219100620	01			52,950.00	317,470.00	108,650.00	108,650.00	25,000.00	25,000.00	28,650.00	246.39
494230AC0260	04			7,320.00	65,850.00	55,480.00	63,410.00	25,000.00	-	28,650.00	246.39
494219091930	01			38,560.00	316,600.00	103,410.00	103,410.00	25,000.00	25,000.00	28,410.00	244.33
494124131210	01			22,120.00	210,950.00	103,270.00	103,270.00	25,000.00	25,000.00	28,270.00	243.12
494230080200	01			37,950.00	307,640.00	113,100.00	113,100.00	25,000.00	25,000.00	28,100.00	241.66
494219140460	01			37,950.00	329,040.00	102,860.00	102,860.00	25,000.00	25,000.00	27,860.00	239.60
494219151760	01			37,980.00	346,980.00	102,630.00	102,630.00	25,000.00	25,000.00	27,630.00	237.62
494124080210	01			45,630.00	341,950.00	102,300.00	102,300.00	25,000.00	25,000.00	27,300.00	234.78
494124131020	01			31,890.00	214,350.00	102,240.00	102,240.00	25,000.00	25,000.00	27,240.00	234.26
494219071110	01			35,720.00	303,810.00	102,120.00	102,120.00	25,000.00	25,000.00	27,120.00	233.23
494230080430	01			37,950.00	276,140.00	101,840.00	101,840.00	25,000.00	25,000.00	26,840.00	230.82
494124070600	01			40,880.00	341,840.00	106,750.00	106,750.00	25,000.00	25,000.00	26,750.00	230.05
494230080300	01			41,610.00	257,170.00	101,660.00	101,660.00	25,000.00	25,000.00	26,660.00	229.28
494219090870	01			35,590.00	359,260.00	106,520.00	106,520.00	25,000.00	25,000.00	26,520.00	228.07
494124040520	01			25,250.00	219,850.00	101,360.00	101,360.00	25,000.00	25,000.00	26,360.00	226.70
494219152070	01			39,960.00	270,230.00	101,230.00	101,230.00	25,000.00	25,000.00	26,230.00	225.58
494124020830	01			35,750.00	343,600.00	100,960.00	100,960.00	25,000.00	25,000.00	25,960.00	223.26
494124070590	01			40,880.00	276,450.00	105,430.00	105,430.00	25,000.00	25,000.00	25,430.00	218.70
494125021110	01			47,310.00	304,180.00	100,130.00	100,130.00	25,000.00	25,000.00	25,130.00	216.12
494219100580	01			35,210.00	375,680.00	99,990.00	99,990.00	25,000.00	25,000.00	24,990.00	214.91
494125BK0190	04			14,220.00	127,990.00	99,670.00	99,670.00	25,000.00	25,000.00	24,670.00	212.16
494124CG0270	04			9,970.00	99,690.00	99,660.00	99,660.00	25,000.00	25,000.00	24,660.00	212.08
494219020470	01			33,180.00	330,340.00	99,530.00	99,530.00	25,000.00	25,000.00	24,530.00	210.96
494219060010	01			18,980.00	123,520.00	99,460.00	99,460.00	25,000.00	25,000.00	24,460.00	210.36
494124140660	01			35,760.00	327,460.00	98,830.00	98,830.00	25,000.00	25,000.00	23,830.00	204.94
494219110150	01			37,960.00	341,290.00	108,710.00	108,710.00	25,000.00	25,000.00	23,710.00	203.91
494230070100	01			39,130.00	229,590.00	98,250.00	98,250.00	25,000.00	25,000.00	23,250.00	199.95
494124070450	01			39,000.00	328,320.00	97,580.00	97,580.00	25,000.00	25,000.00	22,580.00	194.19
494230AH0680	04			10,190.00	91,670.00	101,860.00	101,860.00	25,000.00	25,000.00	21,860.00	188.00
494219130030	01			38,240.00	359,970.00	96,680.00	96,680.00	25,000.00	25,000.00	21,680.00	186.45
494230110390	01			40,190.00	281,930.00	96,240.00	96,240.00	25,000.00	25,000.00	21,240.00	182.66
494124011140	01			70,260.00	209,580.00	100,960.00	100,960.00	25,000.00	25,000.00	20,960.00	180.26
494230031490	01			44,000.00	313,440.00	95,950.00	95,950.00	25,000.00	25,000.00	20,950.00	180.17
494124140350	01			34,660.00	266,150.00	95,880.00	95,880.00	25,000.00	25,000.00	20,880.00	179.57
494219030430	01			33,440.00	301,470.00	95,480.00	95,480.00	25,000.00	25,000.00	20,480.00	176.13
494124DJ0590	04			11,050.00	99,490.00	95,240.00	95,240.00	25,000.00	25,000.00	20,240.00	174.06
494219150920	01			37,970.00	302,190.00	99,520.00	99,520.00	25,000.00	25,000.00	19,520.00	167.87
494230030100	01			46,590.00	274,560.00	94,340.00	94,340.00	25,000.00	25,000.00	19,340.00	166.32
494219010220	01			33,010.00	245,950.00	94,260.00	94,260.00	25,000.00	25,000.00	19,260.00	165.64
494124070920	01			34,730.00	291,160.00	93,580.00	93,580.00	25,000.00	25,000.00	18,580.00	159.79
494124020020	01			38,070.00	361,530.00	93,460.00	93,460.00	25,000.00	25,000.00	18,460.00	158.76
494219091540	01			46,670.00	336,970.00	98,420.00	98,420.00	25,000.00	25,000.00	18,420.00	158.41
494124020540	01			49,220.00	279,060.00	98,370.00	98,370.00	25,000.00	25,000.00	18,370.00	157.98
494230100530	01			37,950.00	309,690.00	98,100.00	98,100.00	25,000.00	25,000.00	18,100.00	155.66
494124010500	01			41,110.00	193,320.00	92,960.00	92,960.00	25,000.00	25,000.00	17,960.00	154.46
494230011030	01			49,090.00	318,520.00	102,870.00	102,870.00	25,000.00	25,000.00	17,870.00	153.68

City of Lauderdale Lakes
Impact of Granting \$50K
Senior Homestead Exemption

Exhibit A

FOLIO	NUMBER	USE	COD	JUST LAND VALUE	JUST BUILDING VALUE	NEW SOH VALUE	NEW SB SOH VALUE	HE1 AMOUNT	HE2 AMOUNT	CITY TAXABLE	Impact of Loss Ad Valorem Tax
494219070740	01			33,510.00	318,240.00	92,180.00	92,180.00	25,000.00	25,000.00	17,180.00	147.75
494219051270	01			33,880.00	352,970.00	97,140.00	97,140.00	25,000.00	25,000.00	17,140.00	147.40
494219070450	01			33,000.00	243,570.00	92,080.00	92,080.00	25,000.00	25,000.00	17,080.00	146.89
494219110170	01			37,960.00	297,930.00	91,790.00	91,790.00	25,000.00	25,000.00	16,790.00	144.39
494230010170	01			51,170.00	360,010.00	91,730.00	91,730.00	25,000.00	25,000.00	16,730.00	143.88
494124050680	01			22,960.00	236,310.00	91,720.00	91,720.00	25,000.00	25,000.00	16,720.00	143.79
494124070400	01			36,010.00	299,570.00	91,630.00	91,630.00	25,000.00	25,000.00	16,630.00	143.02
494125021130	01			38,500.00	291,350.00	91,210.00	91,210.00	25,000.00	25,000.00	16,210.00	139.41
494219130060	01			42,710.00	323,240.00	91,080.00	91,080.00	25,000.00	25,000.00	16,080.00	138.29
494230110400	01			41,750.00	288,590.00	95,930.00	95,930.00	25,000.00	25,000.00	15,930.00	137.00
494124021040	01			38,500.00	331,410.00	90,640.00	90,640.00	25,000.00	25,000.00	15,640.00	134.50
494219100920	01			33,620.00	286,580.00	90,340.00	90,340.00	25,000.00	25,000.00	15,340.00	131.92
494219030400	01			33,440.00	261,650.00	90,300.00	90,300.00	25,000.00	25,000.00	15,300.00	131.58
494125021380	01			47,340.00	274,180.00	90,250.00	90,250.00	25,000.00	25,000.00	15,250.00	131.15
494124DK0020	04			11,050.00	99,490.00	95,240.00	95,240.00	25,000.00	25,000.00	15,240.00	131.06
494124020660	01			35,750.00	333,260.00	90,080.00	90,080.00	25,000.00	25,000.00	15,080.00	129.69
494124HC0400	04			11,420.00	102,790.00	94,850.00	94,850.00	25,000.00	25,000.00	14,850.00	127.71
494124JG0030	04			12,630.00	113,630.00	89,750.00	89,750.00	25,000.00	25,000.00	14,750.00	126.85
494113120050	01			39,350.00	275,920.00	89,700.00	89,700.00	25,000.00	25,000.00	14,700.00	126.42
494125020240	01			35,750.00	266,500.00	89,340.00	89,340.00	25,000.00	25,000.00	14,340.00	123.32
494124080180	01			35,030.00	282,340.00	88,760.00	88,760.00	25,000.00	25,000.00	13,760.00	118.34
494124020900	01			35,750.00	347,010.00	88,720.00	88,720.00	25,000.00	25,000.00	13,720.00	117.99
494124020420	01			39,580.00	413,480.00	88,630.00	88,630.00	25,000.00	25,000.00	13,630.00	117.22
494124CJ0240	04			11,580.00	104,180.00	88,440.00	88,440.00	25,000.00	25,000.00	13,440.00	115.58
494230050210	01			59,400.00	317,830.00	87,760.00	87,760.00	25,000.00	25,000.00	12,760.00	109.74
494219120560	01			37,960.00	322,180.00	87,490.00	87,490.00	25,000.00	25,000.00	12,490.00	107.41
494124080430	01			36,790.00	283,750.00	87,390.00	87,390.00	25,000.00	25,000.00	12,390.00	106.55
494219010580	01			33,180.00	228,700.00	92,150.00	92,150.00	25,000.00	25,000.00	12,150.00	104.49
494125020940	01			38,500.00	260,770.00	87,090.00	87,090.00	25,000.00	25,000.00	12,090.00	103.97
494124100280	01			40,000.00	355,520.00	86,780.00	86,780.00	25,000.00	25,000.00	11,780.00	101.31
494219040050	01			37,960.00	243,690.00	91,500.00	91,500.00	25,000.00	25,000.00	11,500.00	98.90
494219021130	01			38,010.00	297,440.00	86,440.00	86,440.00	25,000.00	25,000.00	11,440.00	98.38
494219071280	01			36,440.00	352,570.00	86,240.00	86,240.00	25,000.00	25,000.00	11,240.00	96.66
494230020420	01			35,820.00	249,410.00	90,940.00	90,940.00	25,000.00	25,000.00	10,940.00	94.08
494124030690	01			35,750.00	291,400.00	85,810.00	85,810.00	25,000.00	25,000.00	10,810.00	92.97
494230100200	01			37,950.00	279,780.00	90,610.00	90,610.00	25,000.00	25,000.00	10,610.00	91.25
494219101010	01			37,970.00	254,940.00	85,080.00	85,080.00	25,000.00	25,000.00	10,080.00	86.69
494219021040	01			35,960.00	286,550.00	89,590.00	89,590.00	25,000.00	25,000.00	9,590.00	82.47
494124070340	01			37,420.00	229,770.00	84,420.00	84,420.00	25,000.00	25,000.00	9,420.00	81.01
494230100120	01			38,070.00	244,400.00	89,360.00	89,360.00	25,000.00	25,000.00	9,360.00	80.50
494124021060	01			38,500.00	324,700.00	84,260.00	84,260.00	25,000.00	25,000.00	9,260.00	79.64
494219020190	01			34,240.00	295,000.00	88,850.00	88,850.00	25,000.00	25,000.00	8,850.00	76.11
494124040190	01			39,900.00	298,200.00	83,120.00	83,120.00	25,000.00	25,000.00	8,120.00	69.83
494219101420	01			37,950.00	261,850.00	83,020.00	83,020.00	25,000.00	25,000.00	8,020.00	68.97
494124050950	01			23,780.00	227,890.00	82,820.00	82,820.00	25,000.00	25,000.00	7,820.00	67.25
494125GB0160	04			9,830.00	88,470.00	82,710.00	82,710.00	25,000.00	25,000.00	7,710.00	66.31
494125GK0250	04			9,830.00	88,470.00	82,710.00	82,710.00	25,000.00	25,000.00	7,710.00	66.31
494125GM0130	04			9,830.00	88,470.00	82,710.00	82,710.00	25,000.00	25,000.00	7,710.00	66.31
494125HM0740	04			9,830.00	88,470.00	82,710.00	82,710.00	25,000.00	25,000.00	7,710.00	66.31
494125JG1120	04			9,830.00	88,470.00	82,710.00	82,710.00	25,000.00	25,000.00	7,710.00	66.31
494230070310	01			35,750.00	232,740.00	87,700.00	87,700.00	25,000.00	25,000.00	7,700.00	66.22
494124130580	01			28,670.00	235,960.00	82,680.00	82,680.00	25,000.00	25,000.00	7,680.00	66.05
494124130230	01			59,860.00	214,440.00	87,620.00	87,620.00	25,000.00	25,000.00	7,620.00	65.53
494124130300	01			24,780.00	236,220.00	82,480.00	82,480.00	25,000.00	25,000.00	7,480.00	64.33
494124090420	01			66,690.00	351,350.00	82,160.00	82,160.00	25,000.00	25,000.00	7,160.00	61.58
494230070340	01			37,950.00	206,010.00	82,100.00	82,100.00	25,000.00	25,000.00	7,100.00	61.06
494219101150	01			33,840.00	322,010.00	91,820.00	91,820.00	25,000.00	25,000.00	6,820.00	58.65

City of Lauderdale Lakes
Impact of Granting \$50K
Senior Homestead Exemption

Exhibit A

FOLIO_NUMBER	USE_COD	JUST_LAND_VALUE	JUST_BUILDING_VALUE	NEW_SOH_VALUE	NEW_SB_SOH_VALUE	HE1_AMOUNT	HE2_AMOUNT	CITY_TAXABLE	Impact of Loss Ad Valorem Tax
494125BA0120	04	10,740.00	96,680.00	81,690.00	81,690.00	25,000.00	25,000.00	6,690.00	57.53
494124BH0200	04	9,970.00	89,690.00	81,660.00	81,660.00	25,000.00	25,000.00	6,660.00	57.28
494124BH0230	04	9,970.00	89,690.00	81,660.00	81,660.00	25,000.00	25,000.00	6,660.00	57.28
494124CA0120	04	9,970.00	89,690.00	81,660.00	81,660.00	25,000.00	25,000.00	6,660.00	57.28
494124CB0290	04	9,970.00	89,690.00	81,660.00	81,660.00	25,000.00	25,000.00	6,660.00	57.28
494230031621	01	35,750.00	243,980.00	86,400.00	86,400.00	25,000.00	25,000.00	6,400.00	55.04
494219130550	01	35,200.00	308,350.00	81,170.00	81,170.00	25,000.00	25,000.00	6,170.00	53.06
494124040460	01	24,670.00	226,490.00	86,160.00	86,160.00	25,000.00	25,000.00	6,160.00	52.98
494219070400	01	34,100.00	299,200.00	86,160.00	86,160.00	25,000.00	25,000.00	6,160.00	52.98
494219100990	01	37,970.00	259,700.00	81,000.00	81,000.00	25,000.00	25,000.00	6,000.00	51.60
494113120760	01	39,330.00	237,210.00	85,930.00	85,930.00	25,000.00	25,000.00	5,930.00	51.00
494124050340	01	36,360.00	326,210.00	80,720.00	80,720.00	25,000.00	25,000.00	5,720.00	49.19
494124020300	01	38,500.00	283,900.00	80,070.00	80,070.00	25,000.00	25,000.00	5,070.00	43.60
494219130150	01	35,200.00	303,350.00	84,380.00	84,380.00	25,000.00	25,000.00	4,380.00	37.67
494125AG0440	04	7,910.00	71,190.00	79,100.00	79,100.00	25,000.00	25,000.00	4,100.00	35.26
494219020630	01	35,170.00	265,970.00	78,970.00	78,970.00	25,000.00	25,000.00	3,970.00	34.14
494219130370	01	35,200.00	207,850.00	78,900.00	78,900.00	25,000.00	25,000.00	3,900.00	33.54
494230110570	01	37,950.00	224,160.00	78,840.00	78,840.00	25,000.00	25,000.00	3,840.00	33.02
494219030990	01	33,440.00	162,020.00	78,760.00	78,760.00	25,000.00	25,000.00	3,760.00	32.34
494230010630	01	38,490.00	271,410.00	83,540.00	83,540.00	25,000.00	25,000.00	3,540.00	30.44
494219031100	01	33,440.00	170,070.00	77,710.00	77,710.00	25,000.00	25,000.00	2,710.00	23.31
494219020240	01	39,360.00	261,340.00	77,360.00	77,360.00	25,000.00	25,000.00	2,360.00	20.30
494230AB0060	04	7,730.00	69,610.00	77,340.00	77,340.00	25,000.00	25,000.00	2,340.00	20.12
494230AD0540	04	7,730.00	69,610.00	77,340.00	77,340.00	25,000.00	25,000.00	2,340.00	20.12
494219091260	01	35,640.00	323,360.00	82,150.00	82,150.00	25,000.00	25,000.00	2,150.00	18.49
494124JJ0340	04	12,630.00	113,630.00	77,090.00	77,090.00	25,000.00	25,000.00	2,090.00	17.97
494124050160	01	37,390.00	307,560.00	75,640.00	75,640.00	25,000.00	25,000.00	640.00	5.50
494125HH0490	04	7,560.00	68,040.00	75,600.00	75,600.00	25,000.00	25,000.00	600.00	5.16
494124DD0400	04	11,420.00	102,790.00	75,460.00	75,460.00	25,000.00	25,000.00	460.00	3.96
494124HC0580	04	11,420.00	102,790.00	75,460.00	75,460.00	25,000.00	25,000.00	460.00	3.96
494124120870	01	38,580.00	375,940.00	75,350.00	75,350.00	25,000.00	25,000.00	350.00	3.01
494219091360	01	35,640.00	278,230.00	80,280.00	80,280.00	25,000.00	25,000.00	280.00	2.41
Total (Count):						203			38,059.21



CITY OF LAUDERDALE LAKES

4300 NW 36th Street • Lauderdale Lakes, Florida 33319-5599
(954) 731-1212 • Fax (954) 733-5126

Mayor

Samuel S. Brown

Vice Mayor

Samuel D. Goldstein

Commissioner

Eugene Beck

Commissioner

Hazelle Rogers

Commissioner

Julius S. Schneider

Commissioner

David W. Shomers

Commissioner

Levy Williams

City Manager

Stanley D. Hawthorne

March 15, 2000

William Markham, CFA, ASA
Broward County Property Appraiser
Broward County Governmental Center
115 South Andrews Avenue, Room 111F
Fort Lauderdale, FL 33301-1899

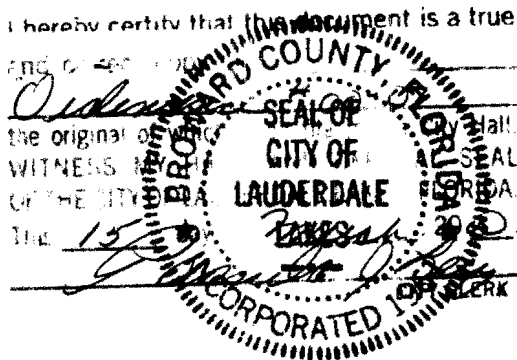
Dear Mr. Markham:

On February 8, 2000 the City of Lauderdale Lakes City Commission approved Ordinance #00-08 which is an additional \$25,000 Homestead Exemption for Citizens 65 years of age or older. Enclosed is a certified copy of the approved ordinance for your records.

If you have any questions or if I can provide additional information, please call me at (954) 731-1212 extension 251.

Sincerely,

Pamela J. Levy
Pamela J. Levy, CMC/AE
City Clerk



ORDINANCE NO. 00-08

AN ORDINANCE CREATING SECTION 23-27 OF CHAPTER 23 OF THE CODE OF ORDINANCES; PROVIDING FOR AN ADDITIONAL \$25,000 HOMESTEAD EXEMPTION FOR CITIZENS 65 YEARS OF AGE OR OLDER WHOSE HOUSEHOLD INCOME DOES NOT EXCEED \$20,000; PROVIDING FOR DEFINITIONS; PROVIDING FOR AN INCOME LIMITATION ADJUSTMENT; PROVIDING FOR AN ANNUAL SUBMITTAL; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

1 WHEREAS, on November 3, 1998 the voters of the State of Florida approved an
2 addition to Section 6(f), Article VII of the State Constitution which authorized the Florida
3 Legislature to grant an additional homestead exemption of up to Twenty Five Thousand
4 Dollars (\$25,000) to persons 65 years of age or older whose household incomes do not
5 exceed Twenty Thousand Dollars (\$20,000), and

6 WHEREAS, after the approval of the amendment to the Florida Constitution the
7 Florida Legislature enacted Section 196.075, Florida Statutes, which implements Section
8 6(f), Article VII of the Florida Constitution and authorizes a local government to grant an
9 additional homestead exemption to those property owners who are 65 years of age or
10 older whose household incomes do not exceed Twenty Thousand Dollars (\$20,000), and

11 WHEREAS, Section 196.075, Florida Statutes, also sets forth the procedures by
12 which local governments are to enact ordinances granting the additional homestead
13 exemption, and

14 WHEREAS, after due consideration, the City Commission wishes to implement the
15 additional homestead exemption authorized in Section 6(f), Article VII of the Florida
16 Constitution and Section 196.075, Florida Statutes,

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

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

22 SECTION 2. CREATION: Section 23-27 of Chapter 27 of the Code of
23 Ordinances is hereby created to read as follows:

24 **Section 23-27. Additional Homestead Exemption.**

25 (a) Definitions. The following terms shall have the respective meanings as
26 hereinafter set forth:

27 (1) *Household* means a person or group of persons living together in a room or
28 group of rooms as a housing unit, but the term does not include persons boarding in or
29 renting a portion of the dwelling.

30 (2) *Household income* means the adjusted gross income, as defined in Section 62
31 of the United States Internal Revenue Code, of all members of a household.

32 (3) *Property Appraiser* means the Broward County Property Appraiser.

33 (4) *City* means the City of Lauderdale Lakes, Broward County, Florida.

34 (b) Additional Homestead Exemption. Pursuant to the requirements of Section
35 196.075, Florida Statutes, as currently existing or as may be amended from time to time,
36 an additional homestead exemption of Twenty Five Thousand Dollars (\$25,000), which
37 additional homestead exemption is limited to those taxes levied by the City, is available to
38 any person who has the legal of equitable title to real estate and maintains thereon the
39 permanent residence of the owner, who has attained age 65 and whose household
40 income does not exceed Twenty Thousand Dollars (\$20,000).

41 (c) Adjustment of Income Limitation. Beginning January 1, 2001, the Twenty
42 Thousand Dollars (\$20,000) income limitation shall be adjusted annually, on January 1,
43 by the percentage change in the average cost-of-living index in the period January 1
44 through December 31 of the immediate prior year compared with the same period for the
45 year prior to that. The index is the average of the monthly consumer-price-index figures

for the age of the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.

(d) Annual Submittal Requirement. Any taxpayer claiming the additional homestead exemption provided for in this Section shall, not later than March 1, submit a sworn statement of household income, on a form prescribed by the State of Florida, Department of Revenue, to the Property Appraiser.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby instructed to send a certified copy of this Ordinance to the Broward County Property Appraiser.

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.

70
71 SECTION 7. EFFECTIVE DATE: This Ordinance shall become effective
72 immediately upon its final passage.

PASSED ON FIRST READING IN FULL ON THE 25TH DAY OF JANUARY, 2000.

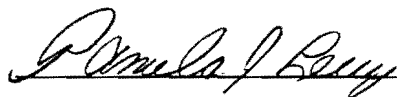
PASSED ON SECOND READING BY TITLE ONLY THE 8TH DAY OF FEB., 2000.

ADOPTED AND PASSED BY THE CITY COMMISSION OF THE
CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD ON THE
8TH DAY OF FEBRUARY, 2000.

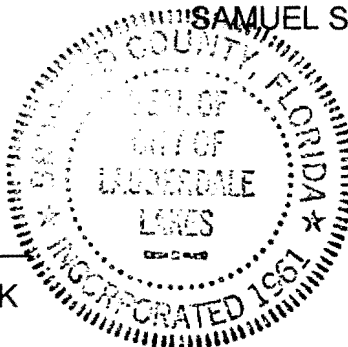


SAMUEL S. BROWN, MAYOR

ATTEST:



PAMELA J. LEVY, CITY CLERK





CITY OF LAUDERDALE LAKES

4300 NW 36th Street • Lauderdale Lakes, Florida 33319-5599

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Stanley D. Hawthorne

February 14, 2000

William Markham, CFA, ASA
Broward County Property Appraiser
Broward County Governmental Center
115 South Andrews Avenue, Room 111F
Fort Lauderdale, FL 33301-1899

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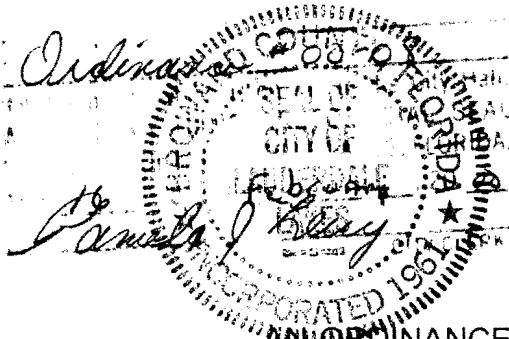
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If you have any questions or if I can provide additional information, please call me at (954) 731-1212 ext. 251.

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City Clerk

Enclosure



ORDINANCE NO. 00-08

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16 Constitution and Section 196.075, Florida Statutes,

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Ordinance #00-08

for the age of the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.

(d) Annual Submittal Requirement. Any taxpayer claiming the additional homestead exemption provided for in this Section shall, not later than March 1, submit a sworn statement of household income, on a form prescribed by the State of Florida, Department of Revenue, to the Property Appraiser.

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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.

Ordinance #00-08

70

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

PASSED ON FIRST READING IN FULL ON THE 25TH DAY OF JANUARY, 2000.

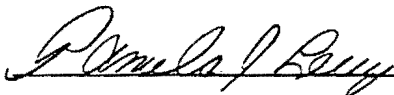
PASSED ON SECOND READING BY TITLE ONLY THE 8TH DAY OF FEB., 2000.

ADOPTED AND PASSED BY THE CITY COMMISSION OF THE
CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD ON THE
8TH DAY OF FEBRUARY, 2000.

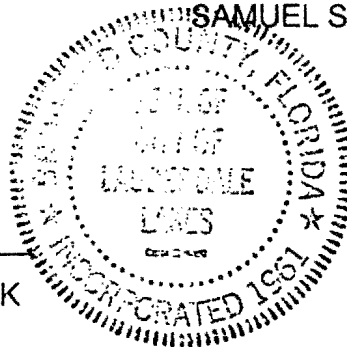


SAMUEL S. BROWN, MAYOR

ATTEST:



PAMELA J. LEVY, CITY CLERK



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2024-028 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2024, PERIOD 5 (FEBRUARY), AND PERIOD 6 (MARCH); FINANCIAL ACTIVITY REPORT

Summary

This resolution serves to ratify the filing and presentation of the City's February 2024 (Period 5), and March (Period 6); Financial Activity Report prepared by the Financial Services Department.

Staff Recommendation

Background:

Staff recommends the City Commission accept the filing of the City's Fiscal Year 2024 Financial Activity Reports for the month of February 2024 (Period 5), and March (Period 6); Financial Activity Report. The intended purpose of this agenda item is to provide for the Financial Reporting as required under Ordinance No. 2011-22;

Section 82-304 – Financial Reporting

The city shall provide for the ongoing generation and utilization of financial reports on all funds comparing budgeted revenue and expenditure information to actual on a monthly and year-to-date basis. The Financial Services Department shall be responsible for issuing the monthly reports to departments, the Mayor and City Commission, and provide any information regarding any potentially adverse trends or conditions.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Asheley Hepburn, Director Financial Services, MPA

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution 2024-028 Ratifying Monthly Financial Activity Report - Feb -Mar 2024	Resolution
<input type="checkbox"/> Combined Executive and Financial Report Period 5 and 6	Financial Activity Report

1 RESOLUTION 2024-028

2
3 A RESOLUTION RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S
4 FISCAL YEAR 2024, PERIOD 5 (FEBRUARY), AND PERIOD 6 (MARCH);
5 FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF
6 FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE CITY'S
7 ADOPTED FINANCIAL INTEGRITY PRINCIPLES AND FISCAL POLICIES; A COPY
8 IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF
9 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

10
11 WHEREAS, the City of Lauderdale Lakes' ("City") City Manager's Office has recommended,
12 and the City Commission has accepted such recommendation, that the affairs of the City should
13 be conducted in a manner which is open and transparent;

14 WHEREAS, pursuant to Section 82-327, City of Lauderdale Lakes Code of Ordinances, the
15 Financial Services Department shall report the financial affairs of the City to the Mayor and City
16 Commission on a monthly basis; and

17 WHEREAS, the City Manager, in compliance Section 82-327, has adopted a policy of
18 making such reports on a monthly basis and is seeking the City Commission's acceptance of such
19 monthly reports.

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

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

25 Section 2. RATIFICATION: The City Commission hereby ratifies the City Manager's
26 filing of the City Fiscal Year 2024, February 2024 (Period 5), and March 2024 (Period 6); Financial

Activity Report, as prepared by the Department of Financial Services for the purpose of conforming with the City’s Adopted Financial Integrity Principles and Fiscal Policies.

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 APRIL 23, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: ASHELEY A. HEPBURN, MPA, DIRECTOR, FINANCIAL SERVICES DEPARTMENT

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

FY 2024 General Fund Financial Summary Report
As of February 29, 2024 (42% of year elapsed)
Data as of: 4/17/2024

General Fund Revenue 45%:

- **Ad Valorem Revenue** is 84% of the budget or \$10,413,342. Approximately 90% received in December through March; remaining 10% trickles in throughout the year.
- **Franchise Taxes** are 51% of the budget or \$1,817,424. Included in this category are state revenue and revenue from franchise agreements, which are collected generally 2 months in arrears.
- **Utility Taxes** are 50% of the budget or \$1,573,562. This category of revenue includes taxes on public services, which are collected generally 2 months in arrears.
- **Sales and Use Taxes** are 41% of the budget or \$2,154,951. Included in this category are State Revenue, which are generally collected 2 months in arrears. Included in this category are intergovernmental revenue from the Federal, State and County governments.
- **Service Revenue** is 31% of the budget or \$482,273. The most significant portion of the Service Revenue is related to EMS services, approximately 85% of the budget.
- **Permits/Licenses/Insp Revenue** is 5% of the budget or \$53,547. This category of revenue includes Business Tax Receipts which are received in the first quarter of the fiscal year; remaining revenue trickles in throughout the year.
- **Fines & Forfeitures** are 200% of the budget or \$520,677. This exceeds prior year collection rate. This activity was primarily due to Hawaiian Garden remittances. Additional revenue sources in this category includes payment of fines and liens from code enforcement actions, particularly collection Oriole Plaza liens.
- **Miscellaneous Revenue** is less than 4% of the budget or \$458,516. A significant portion of this revenue source includes cost allocation revenues and appropriations from the fund balance, of which are processed towards the end of the fiscal year. Additional revenue sources in this category includes earned interest, one-time payments, donations, administrative fees, etc.

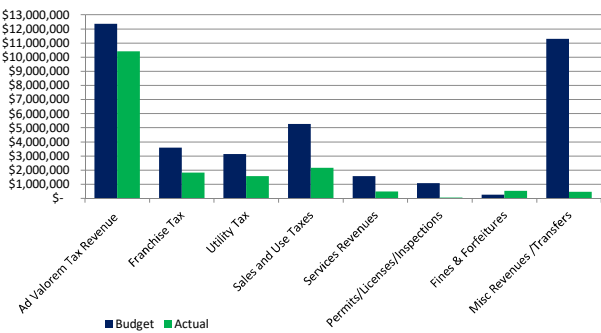
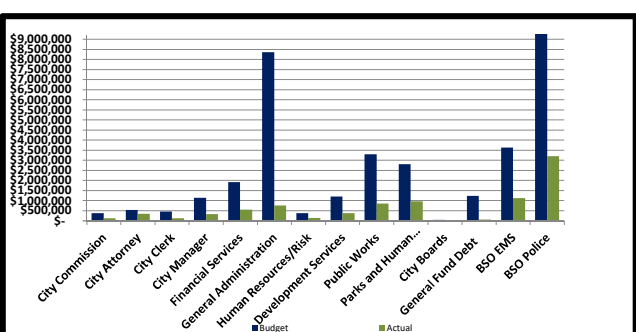
General Fund Expenditure 26%:

- **Mayor & City Commission Office** is 31% of the budget or \$118,848. Expenses are less than the budget.
- **City Attorney** is 65% of the budget or \$347,725. Invoices are being processed and will reflect in future reports.
- **City Clerk's Office** is 27% of budget or \$123,925. Expenses are less than budget.
- **City Manager Office** is 29% of budget the budget or \$326,077. Expenses are less than budget.
- **Financial Services Department** is 29% of the budget or \$545,724. Expenses are less than budget.
- **General Administration** is less than 9% of the budget or \$752,150. Expenses are less than budget.
- **Human Resources & Risk Management** is 37% of budget or \$138,770. Expenses are less than budget.

FY 2024 General Fund Financial Summary Report
As of February 29, 2024 (42% of year elapsed)
Data as of: 4/17/2024

- **Development Services** is 31% of budget or \$370,273. Expenses are less than budget.
- **Public Works** is 30% of budget of the budget or \$853,643. Expenses are less than budget.
- **Parks and Human Services** is 29% of budget or \$958,789. Expenses are less than budget.
- **City Boards** are 15% of the budget or \$6,074. Expenses are less than budget.
- **Gen. Fund Debt** is 4% of the budget or \$52,338. Invoices are being processed and will reflect in future reports.
- **BSO EMS** is 31% of budget or \$1,112,942. Payments to BSO include an advance payment, Invoices are being processed and will reflect in future reports.
- **BSO Police** is 32% of budget or \$3,189,191. Payments to BSO include an advance payment, Invoices are being processed and will reflect in future reports.
- **Revenue Loss** expenses are \$1,099,682. Expenses in this budget include the programs and projects approved per Resolution 2022-031, establishing funding under the final ruling. City staff provides a monthly status update during the City Commission Workshops.

CITY OF LAUDERDALE LAKES
FY 2024 Monthly Financial Activity Report
as of 02/29/2024
(42% of year elapsed)

General Fund Summary					Other Major Funds						
		Budget	Year-to-Date	%	101 Fire Rescue Fund	Budget	Year-to-Date	%			
Revenue	\$	38,512,483	\$	17,474,292	45%	Revenues	\$	7,403,550	\$	5,479,463	74%
Expenditure	\$	38,512,483	\$	9,996,151	26%	Expenses	\$	7,403,550	\$	2,598,274	35%
General Fund Revenues					112 Alzheimer Care	Budget	Year-to-Date	%			
Revenue	Budget	Year-to-Date			Revenues	\$	543,653	\$	168,969	31%	
Ad Valorem Tax Revenue	\$	12,342,460	\$	10,413,342	84%	Expenses	\$	543,653	\$	120,803	22%
Franchise Tax	\$	3,575,365	\$	1,817,424	51%	109 CRA	Budget	Year-to-Date			
Utility Tax	\$	3,139,440	\$	1,573,562	50%	Revenues	\$	20,644,553	\$	5,691,262	28%
Sales and Use Taxes	\$	5,269,160	\$	2,154,951	41%	Expenses	\$	20,644,553	\$	1,896,533	9%
Services Revenues	\$	1,576,441	\$	482,273	31%	116 Gas Tax	Budget	Year-to-Date			
Permits/Licenses/Inspections	\$	1,062,000	\$	53,547	5%	Revenues	\$	679,010	\$	202,726	30%
Fines & Forfeitures	\$	250,000	\$	520,677	208%	Expenses	\$	679,010	\$	210,628	31%
Misc Revenues /Transfers	\$	11,297,617	\$	458,516	4%	205 Debt Service	Budget	Year-to-Date			
Total Revenues	\$	38,512,483	\$	17,474,292	45%	Revenues	\$	1,560,497	\$	1,103,699	71%
Revenue by Source					Expenses	\$	1,560,497	\$	582,213	37%	
					401 Stormwater	Budget	Year-to-Date				
					Revenues	\$	13,315,936	\$	742,190	6%	
					Expenses	\$	13,315,936	\$	1,540,586	12%	
					403 Solid Waste	Budget	Year-to-Date				
					Revenues	\$	2,046,035	\$	1,218,078	60%	
					Expenses	\$	2,046,035	\$	497,372	24%	
					405 Building Svcs	Budget	Year-to-Date				
					Revenues	\$	1,443,378	\$	324,960	23%	
					Expenses	\$	1,443,378	\$	214,348	15%	
General Fund Expenditures					Other Budgeted Funds						
Department	Budget	Year-to-Date			102 Grants	Budget	Year-to-Date				
City Commission	\$	378,034	\$	118,848	31%	Revenues	\$	5,704,143	\$	137,889	2%
City Attorney	\$	532,000	\$	347,725	65%	Expenses	\$	5,704,143	\$	137,889	2%
City Clerk	\$	451,014	\$	123,925	27%	107/110 LETF/Arts	Budget	Year-to-Date			
City Manager	\$	1,139,477	\$	326,077	29%	Revenues	\$	95,000	\$	-	0%
Financial Services	\$	1,912,250	\$	545,724	29%	Expenses	\$	95,000	\$	-	0%
General Administration	\$	8,343,853	\$	752,150	9%	113 CDBG Programs	Budget	Year-to-Date			
Human Resources/Risk	\$	373,647	\$	138,770	37%	Revenues	\$	462,522	\$	208,955	45%
Development Services	\$	1,197,271	\$	370,273	31%	Expenses	\$	462,522	\$	208,955	45%
Public Works	\$	3,288,672	\$	853,643	30%	117 Hurr. Loss Mitigation	Budget	Year-to-Date			
Parks and Human Services	\$	2,804,128	\$	958,789	29%	Revenues	\$	194,000	\$	74	0%
City Boards	\$	40,020	\$	6,074	15%	Expenses	\$	194,000	\$	74	0%
General Fund Debt	\$	1,229,085	\$	52,338	4%	118 Housing Repair	Budget	Year-to-Date			
BSO EMS	\$	3,618,440	\$	1,112,942	31%	Revenues	\$	60,000	\$	-	0%
BSO Police	\$	9,885,786	\$	3,189,191	32%	Expenses	\$	60,000	\$	-	0%
Revenue Loss	\$	3,318,805	\$	1,099,682	33%	315 Capital	Budget	Year-to-Date			
Total Expenditures	\$	38,512,483	\$	9,996,151	26%	Revenues	\$	5,873,000	\$	145,525	2%
					Expenses	\$	5,873,000	\$	145,525	2%	
Note(s):					319 Surtax Transport.	Budget	Year-to-Date				
					Revenues	\$	2,308,663	\$	-	0%	
					Expenses	\$	2,308,663	\$	-	0%	
General Fund Expenses by Department					Budget Amendment(s) Reflected as of February 29, 2024						
					Fund Impacted	Amt of Change	Justification	Approved			
					None						
					Use of Contingency Allocation - \$175,754 (Adopted Amt)						
					None						
					Current Balance Available	\$ 175,754					
					Signatures						
					Ashley Hepburn, MPA	4/17/2024					
					Financial Services Director	Date					
					I/We certify the information provided to be true and accurate to the best of my/our knowledge. Amounts subject to adjustment to GAAP/GASB guidelines. Data does not include encumbrances.						
					I/We certify the information provided to be true and accurate to the best of my/our knowledge.						

CITY OF LAUDERDALE LAKES
FY 2024 Monthly Financial Activity Report
as of 02/29/2024
(42% of year elapsed)

Alzheimer Care Center Fund			
112 Alzh. Care Center-Rev.	Budget	Year-to-Date February 29, 2024)	% Credited
334690 Grant-Alz Disease Initi	\$419,194	\$230,296	55%
334691 Grant-Older Americans A	\$55,459	\$16,603	30%
337604 Alzheimer - American EI	\$31,000	\$5,445	18%
337612 Sunshine Health/Tango	\$25,000	\$3,380	14%
337613 Little Havana	\$0	\$0	0%
346900 Client Services - ACFP	\$6,000	\$3,646	61%
346901 Alzheimer - Private Pay	\$1,000	\$0	0%
346902 Client Co - Payments	\$6,000	\$218	4%
369920 Miscellaneous Revenue	\$0	\$0	0%
01-Revenue Total	\$543,653	\$259,587	48%
1210 Regular Salaries	\$334,377	\$137,293	41%
1250 Vacation Buy Back	\$3,920	\$0	0%
1410 Overtime	\$5,376	\$357	7%
2110 FICA Taxes	\$25,580	\$10,147	40%
2210 Retirement Contribution	\$33,438	\$13,520	40%
2310 Life & Health Insurance	\$81,113	\$25,261	31%
2350 Cafeteria	\$9,535	\$369	4%
02-Personnel Total	\$493,339	\$186,948	38%
¹ 3410 Other Contractual Service	\$19,000	\$7,089	37%
4010 Travel & Per Diem	\$500	\$0	0%
4110 Telecommunications	\$1,200	\$0	0%
4311 Water & Sewer	\$0	\$2,093	0%
4610 Repairs & Maintenance Bui	\$300	\$0	0%
4911 Other Current Charges	\$0	\$293	0%
5110 Office Supplies	\$750	\$340	45%
5210 Property & Maintenance Su	\$282	\$0	0%
² 5212 Misc. Operating Supplies	\$26,982	\$6,260	23%
5410 Subscriptions & Membershi	\$300	\$140	47%
5510 Training	\$1,000	\$500	50%
03-Operating Expenditures Total	\$50,314	\$16,715	33%
Total Expenses	\$543,653	\$203,663	37%
Alzheimer Care Center	\$0	\$55,925	
Note(s): ¹ Adult Care Food Program and temporary nursing services (contractual nurses) ² Broward Meals on Wheels, medical supplies, GA Food Service and operating costs Data as of: 04/17/2024			Alzheimer Care Center Hours of Operation: Mon-Fri: 7am-6pm Sat: 8am-2pm

FY 2024 General Fund Financial Summary Report
As of March 31, 2024 (50% of year elapsed)
Data as of: 4/17/2024

General Fund Revenue 48%:

- **Ad Valorem Revenue** is 86% of the budget or \$10,644,571. Approximately 90% received in December through March; remaining 10% trickles in throughout the year.
- **Franchise Taxes** are 56% of the budget or \$2,017,792. Included in this category are state revenue and revenue from franchise agreements, which are collected generally 2 months in arrears.
- **Utility Taxes** are 58% of the budget or \$1,830,173. This category of revenue includes taxes on public services, which are collected generally 2 months in arrears.
- **Sales and Use Taxes** are 49% of the budget or \$2,579,500. Included in this category are State Revenue, which are generally collected 2 months in arrears. Included in this category are intergovernmental revenue from the Federal, State and County governments.
- **Service Revenue** is 31% of the budget or \$489,022. The most significant portion of the Service Revenue is related to EMS services, approximately 85% of the budget.
- **Permits/Licenses/Insp Revenue** is 8% of the budget or \$87,635. This category of revenue includes Business Tax Receipts which are received in the first quarter of the fiscal year; remaining revenue trickles in throughout the year.
- **Fines & Forfeitures** are 200% of the budget or \$549,877. This exceeds prior year collection rate. This activity was primarily due to Hawaiian Garden remittances. Additional revenue sources in this category includes payment of fines and liens from code enforcement actions, particularly related to Oriole Plaza Lien collections.
- **Miscellaneous Revenue** is less than 4% of the budget or \$468,166. A significant portion of this revenue source includes cost allocation revenues and appropriations from the fund balance, of which are processed towards the end of the fiscal year. Additional revenue sources in this category includes earned interest, one-time payments, donations, administrative fees, etc.

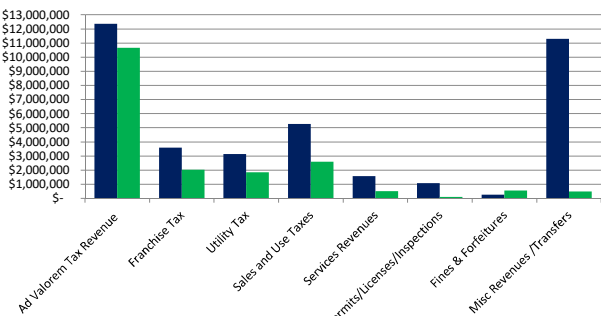
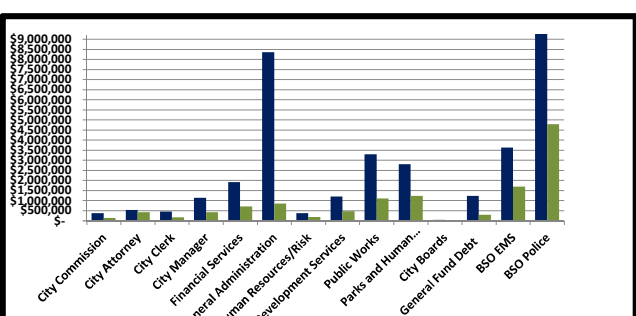
General Fund Expenditure 36%:

- **Mayor & City Commission Office** is 38% of the budget or \$142,688. Expenses are less than the budget.
- **City Attorney** is 79% of the budget or \$419,311. Invoices are being processed and will reflect in future reports.
- **City Clerk's Office** is 35% of budget or \$159,892. Expenses are less than budget.
- **City Manager Office** is 37% of budget the budget or \$418,012. Expenses are less than budget.
- **Financial Services Department** is 37% of the budget or \$698,989. Expenses are less than budget.
- **General Administration** is less than 10% of the budget or \$850,355. Expenses are less than budget.
- **Human Resources & Risk Management** is 47% of budget or \$175,125. Expenses are less than budget.
- **Development Services** is 39% of budget or \$470,788. Expenses are less than budget.

FY 2024 General Fund Financial Summary Report
As of March 31, 2024 (50% of year elapsed)
Data as of: 4/17/2024

- **Public Works** is 39% of budget of the budget or \$1,099,719. Expenses are less than budget.
- **Parks and Human Services** is 37% of budget or \$1,222,063. Expenses are less than budget.
- **City Boards** are 21% of the budget or \$8,234. Expenses are less than budget.
- **Gen. Fund Debt** is 3% of the budget or \$42,597. Invoices are being processed and will reflect in future reports.
- **BSO EMS** is 47% of budget or \$1,686,976. Payments to BSO include an advance payment, Invoices are being processed and will reflect in future reports.
- **BSO Police** is 48% of budget or \$4,783,787. Payments to BSO include an advance payment, Invoices are being processed and will reflect in future reports.
- **Revenue Loss** expenses are \$1,264,069. Expenses in this budget include the programs and projects approved per Resolution 2022-031, establishing funding under the final ruling. City staff provides a monthly status update during the City Commission Workshops.

CITY OF LAUDERDALE LAKES
FY 2024 Monthly Financial Activity Report
as of 03/31/2024
(50% of year elapsed)

General Fund Summary					Other Major Funds				
		Budget	Year-to-Date	%	101 Fire Rescue Fund	Budget	Year-to-Date	%	
Revenue	\$	38,512,483	\$ 18,666,735	48%	Revenues	\$ 7,403,550	\$ 5,890,801	80%	
Expenditure	\$	38,512,483	\$ 13,701,783	36%	Expenses	\$ 7,403,550	\$ 3,893,803	53%	
General Fund Revenues					112 Alzheimer Care	Budget	Year-to-Date	%	
Revenue		Budget	Year-to-Date	%	Revenues	\$ 543,653	\$ 259,587	48%	
Ad Valorem Tax Revenue	\$	12,342,460	\$ 10,644,571	86%	Expenses	\$ 543,653	\$ 203,663	37%	
Franchise Tax	\$	3,575,365	\$ 2,017,792	56%	109 CRA	Budget	Year-to-Date	%	
Utility Tax	\$	3,139,440	\$ 1,830,173	58%	Revenues	\$ 20,644,553	\$ 5,691,262	28%	
Sales and Use Taxes	\$	5,269,160	\$ 2,579,500	49%	Expenses	\$ 20,644,553	\$ 1,896,533	9%	
Services Revenues	\$	1,576,441	\$ 489,022	31%	116 Gas Tax	Budget	Year-to-Date	%	
Permits/Licenses/Inspections	\$	1,062,000	\$ 87,635	8%	Revenues	\$ 679,010	\$ 302,183	45%	
Fines & Forfeitures	\$	250,000	\$ 549,878	220%	Expenses	\$ 679,010	\$ 368,684	54%	
Misc Revenues /Transfers	\$	11,297,617	\$ 468,166	4%	205 Debt Service	Budget	Year-to-Date	%	
Total Revenues	\$	38,512,483	\$ 18,666,735	48%	Revenues	\$ 1,560,497	\$ 1,154,048	74%	
					Expenses	\$ 1,560,497	\$ 582,213	37%	
Revenue by Source					401 Stormwater	Budget	Year-to-Date	%	
					Revenues	\$ 13,315,936	\$ 1,863,614	14%	
					Expenses	\$ 13,315,936	\$ 2,018,293	15%	
					403 Solid Waste	Budget	Year-to-Date	%	
					Revenues	\$ 2,046,035	\$ 1,286,099	63%	
					Expenses	\$ 2,046,035	\$ 768,348	38%	
					405 Building Svcs	Budget	Year-to-Date	%	
					Revenues	\$ 1,443,378	\$ 636,461	44%	
					Expenses	\$ 1,443,378	\$ 556,895	39%	
General Fund Expenditures					Other Budgeted Funds				
Department		Budget	Year-to-Date	%	102 Grants	Budget	Year-to-Date	%	
City Commission	\$	378,034	\$ 142,688	38%	Revenues	\$ 5,704,143	\$ 237,742	4%	
City Attorney	\$	532,000	\$ 419,311	79%	Expenses	\$ 5,704,143	\$ 237,742	4%	
City Clerk	\$	451,014	\$ 159,892	35%	107/110 LETF/Arts	Budget	Year-to-Date	%	
City Manager	\$	1,139,477	\$ 418,012	37%	Revenues	\$ 95,000	\$ -	0%	
Financial Services	\$	1,912,250	\$ 698,989	37%	Expenses	\$ 95,000	\$ -	0%	
General Administration	\$	8,343,853	\$ 850,355	10%	113 CDBG Programs	Budget	Year-to-Date	%	
Human Resources/Risk	\$	373,647	\$ 175,125	47%	Revenues	\$ 462,522	\$ 292,780	63%	
Development Services	\$	1,197,271	\$ 470,788	39%	Expenses	\$ 462,522	\$ 292,780	63%	
Public Works	\$	3,288,672	\$ 1,099,719	39%	117 Hurr. Loss Mitigation	Budget	Year-to-Date	%	
Parks and Human Services	\$	2,804,128	\$ 1,222,063	37%	Revenues	\$ 194,000	\$ 74	0%	
City Boards	\$	40,020	\$ 8,234	21%	Expenses	\$ 194,000	\$ 74	0%	
General Fund Debt	\$	1,229,085	\$ 301,777	25%	118 Housing Repair	Budget	Year-to-Date	%	
BSO EMS	\$	3,618,440	\$ 1,686,976	47%	Revenues	\$ 60,000	\$ 11,934	20%	
BSO Police	\$	9,885,786	\$ 4,783,787	48%	Expenses	\$ 60,000	\$ 11,934	20%	
Revenue Loss	\$	3,318,805	\$ 1,264,069	38%	315 Capital	Budget	Year-to-Date	%	
Total Expenditures	\$	38,512,483	\$ 13,701,783	36%	Revenues	\$ 5,873,000	\$ 266,313	5%	
					Expenses	\$ 5,873,000	\$ 266,313	5%	
Note(s):					319 Surtax Transport.	Budget	Year-to-Date	%	
					Revenues	\$ 2,308,663	\$ -	0%	
					Expenses	\$ 2,308,663	\$ -	0%	
General Fund Expenses by Department					Budget Amendment(s) Reflected as of March 31, 2024				
					Fund Impacted	Amt of Change	Justification	Approved	
					None				
					Use of Contingency Allocation - \$175,754 (Adopted Amt)				
					None				
					Current Balance Available	\$ 175,754			
					Signatures				
					Ashley Hepburn, MPA				
					4/17/2024				
					Financial Services Director				
					Date				
					I/We certify the information provided to be true and accurate to the best of my/our knowledge. Amounts subject to adjustment to GAAP/GASB guidelines. Data does not include encumbrances.				
					I/We certify the information provided to be true and accurate to the best of my/our knowledge.				

CITY OF LAUDERDALE LAKES
FY 2024 Monthly Financial Activity Report
as of 03/31/2024
(50% of year elapsed)

Alzheimer Care Center Fund			
112 Alzh. Care Center-Rev.	Budget	Year-to-Date March 31, 2024)	% Credited
334690 Grant-Alz Disease Initi	\$419,194	\$230,296	55%
334691 Grant-Older Americans A	\$55,459	\$16,603	30%
337604 Alzheimer - American EI	\$31,000	\$5,445	18%
337612 Sunshine Health/Tango	\$25,000	\$3,380	14%
337613 Little Havana	\$0	\$0	0%
346900 Client Services - ACFP	\$6,000	\$3,646	61%
346901 Alzheimer - Private Pay	\$1,000	\$0	0%
346902 Client Co - Payments	\$6,000	\$218	4%
369920 Miscellaneous Revenue	\$0	\$0	0%
01-Revenue Total	\$543,653	\$259,587	48%
1210 Regular Salaries	\$334,377	\$137,293	41%
1250 Vacation Buy Back	\$3,920	\$0	0%
1410 Overtime	\$5,376	\$357	7%
2110 FICA Taxes	\$25,580	\$10,147	40%
2210 Retirement Contribution	\$33,438	\$13,520	40%
2310 Life & Health Insurance	\$81,113	\$25,261	31%
2350 Cafeteria	\$9,535	\$369	4%
02-Personnel Total	\$493,339	\$186,948	38%
¹ 3410 Other Contractual Service	\$19,000	\$7,089	37%
4010 Travel & Per Diem	\$500	\$0	0%
4110 Telecommunications	\$1,200	\$0	0%
4311 Water & Sewer	\$0	\$2,093	0%
4610 Repairs & Maintenance Bui	\$300	\$0	0%
4911 Other Current Charges	\$0	\$293	0%
5110 Office Supplies	\$750	\$340	45%
5210 Property & Maintenance Su	\$282	\$0	0%
² 5212 Misc. Operating Supplies	\$26,982	\$6,260	23%
5410 Subscriptions & Membershi	\$300	\$140	47%
5510 Training	\$1,000	\$500	50%
03-Operating Expenditures Total	\$50,314	\$16,715	33%
Total Expenses	\$543,653	\$203,663	37%
Alzheimer Care Center	\$0	\$55,925	
Note(s): ¹ Adult Care Food Program and temporary nursing services (contractual nurses) ² Broward Meals on Wheels, medical supplies, GA Food Service and operating costs Data as of: 04/17/2024			Alzheimer Care Center Hours of Operation: Mon-Fri: 7am-6pm Sat: 8am-2pm

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
RESOLUTION 2024-029 ALLOWING THE CONTINUED USE OF A CHARTER SCHOOL AT 3020 NW 33RD AVE AS A CHARTER SCHOOL (OLD CHAMPIONSHIP ACADEMY SITE)
Summary
This resolution allows the continued use of a charter school at 3020 NW 33 rd Avenue.
Staff Recommendation

Background:

The purpose of the information provided below Mayor and Commission is to obtain consensus on maintain the use as a charter school at 3020 NW 33rd Avenue.

Planning Phase-Approvals

1. Zoning change – March 27th, 2018
2. Site Plan-July 24th, 2018
3. Development Agreement –July 24th, 2018

Renovation Phase

1. Building Permits for inside and outside submitted and issued between 5/09/18-8/5/2020.

Default on Development Agreement

1. Certificate of Use and Occupancy revoked –Breach of Development Agreement -7/14/2020
2. Certificate of Use and Occupancy reinstated - 7/28/2020

School Closed

Sometime in June 2023

Outstanding items in Development Agreement

1. Clear title to accept the dedication of right-of-way (NW 30th Street)
2. Payment in Lieu of Taxes (PILOT)

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Stephen Smith/Development Services

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
❑ Resolution 2024-029 - Approving Charter School Use by BridgePrep Academy	Resolution
❑ Exhibit A- Charter School Use Agreement	Exhibit
❑ Charter School Agreement	Backup Material
❑ Development Agreement	Backup Material
❑ Resolution 2018-079	Backup Material

1 RESOLUTION 2024-029

2 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES,
3 FLORIDA, RATIFYING CERTIFICATE OF OCCUPANCY AND AUTHORIZING ISSUANCE OF
4 CERTIFICATE OF USE FOR BRIDGEPREP ACADEMY OF HOLLYWOOD, INC., D/B/A
5 BRIDGEPREP ACADEMY BROWARD COUNTY, SUBJECT TO CONDITIONS, INCLUDING
6 ACKNOWLEDGEMENT AND AGREEMENT WITH THAT CERTAIN DEVELOPER'S
7 AGREEMENT PURSUANT TO SECTION 508 OF THE LAND DEVELOPMENT
8 REGULATIONS, DATED JULY 24, 2018 ("DEVELOPER'S AGREEMENT") AND SITE PLAN
9 GENERALLY KNOWN AS CHAMPIONSHIP ACADEMY OF DISTINCTION, LLC, BEARING
10 LAST REVISION DATE OF JULY 24, 2018 AS DRAWN BY STEVEN L. COHEN ASSOCIATES,
11 P.A., PERTAINING TO THE PROPERTY LOCATED 3020 NW 33RD AVENUE, LAUDERDALE
12 LAKES, FLORIDA, AND FURTHER SUBJECT TO EXECUTION OF THAT CERTAIN CHARTER
13 SCHOOL USE AGREEMENT ("AGREEMENT"), SAID AGREEMENT IS ATTACHED HERETO
14 AS **EXHIBIT A**, A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY
15 CLERK; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO
16 CITY MANAGER; PROVIDING FOR INSTRUCTIONS TO CITY CLERK; PROVIDING AN
17 EFFECTIVE DATE.

18
19 WHEREAS, BridgePrep Academy of Hollywood, Inc., d/b/a BridgePrep Academy Broward
20 County ("BridgePrep Academy"), a Florida not-for-profit corporation ("School") having its
21 principal place of business located 1400 N 46th Avenue, Hollywood, FL 33021, has an effective
22 Charter School Agreement ("Charter Agreement") between it and The School Board of Broward
23 County, Florida ("SBBC") that permits BridgePrep Academy to operate an elementary/middle (K-
24 8) charter school within the school district;

25 WHEREAS, in accordance with the Charter Agreement, BridgePrep Academy currently
26 operates at a facility located at 7595 NW 61st Street, Tamarac, FL 33321 ("Tamarac Facility") but
27 has a pending request to SBBC to approve the relocation of its operational facility to the improved
28 real property located at 3020 NW 33rd Avenue, Lauderdale Lakes, FL (the "Property");

29 WHEREAS, BridgePrep Academy has also represented to the City of Lauderdale Lakes,

Florida ("City") that NW 33 AVE LLC ("NW 33 AVE"), a related and/or affiliated entity is the contracted party to a purchase/sell real estate agreement providing for NW 33 AVE's acquisition of the fee simple title and interest to the Property;

WHEREAS, in light of the pending acquisition of the Property by NW 33 AVE, BridgePrep Academy and NW 33 AVE has conveyed their respective desire to the City to relocate BridgePrep Academy's charter school operations from the Tamarac Facility to the Property;

WHEREAS, the Property, in all respects, is subject to that certain Developer's Agreement Pursuant to Section 508 of the Land Development Regulations ("Developer's Agreement"), that was executed on July 25, 2018 and recorded in the Official Records of Broward County under Instrument number 115224814;

WHEREAS, the Developer's Agreement further provides for the Property owner's legal obligation to comply with material terms and conditions providing for certain improvements made to the Property, which improvements were a precondition to the City's approval of that certain Site Plan generally known as Championship Academy of Distinction, LLC, bearing last revision date of July 24, 2018, as drawn by Steven L. Cohen Associates, P.A. ("Site Plan"), pertaining to the development of the Property for occupancy and use as a charter school, approved under City Commission Resolution 2018-079, dated July 24, 2018;

WHEREAS, the terms of the Developer's Agreement are legal covenants that run with the land (Property) and are binding upon all current and successor owners having title and interest to the Property, including the obligation to:

Pay a development service fee or payment in lieu of taxes ("PILOT") equal to taxes and assessments which would otherwise accrue to the City and CRA respectively, including ad valorem and non-ad valorem assess, from year to year...;

WHEREAS, BridgePrep Academy and NW 33 AVE has further conveyed their respective understanding of all the requirements for compliance with the Developer's Agreement, and has agreed, as a condition of the City's approval of this Resolution, to execute that certain Charter School Use Agreement ("CSUA"), attached hereto as **Exhibit A**, which includes, among other things, the obligation comply with the following terms conditions:

1. NW 33 AVE, shall, not later than May 30, 2024, provide the City's Development Services Department with (a) the recorded copy of the warranty deed confirming NW 33 AVE's purchase of the Property from the City, the current owner of the Property and (b) the fully executed lease agreement between BridgePrep Academy and NW 33 AVE for the Property.
2. NW 33 AVE and BridgePrep Academy, shall, not later than May 30, 2024, each execute the CSUA.
3. BridgePrep Academy, shall, not later than May 30, 2024, provide the City's Development Services Department with SBBC's written approval of BridgePrep Academy's request to relocate from its Tamarac Facility to the Property.
4. NW 33 AVE, shall, not later than May 30, 2024, provide the City's Development Services Department with the written evidence of NW 33 AVE's registration as a foreign limited liability company.
5. NW 33 AVE shall pay the outstanding Payment in Lieu of Taxes (Invoice No. 2024-05), in the amount of \$43,712.34.
6. NW 33 AVE shall pay the outstanding Payment in Lieu of Taxes (Invoice No. 2023-05), in the amount of \$40,700.97.
7. NW 33 AVE shall pay the outstanding Payment in Lieu of Taxes (Invoice No. 2022-05) in the amount of \$39,372.45.
8. NW 33 AVE, shall, in connection with the terms and conditions of Developer's Agreement requiring the dedication and construction of that certain east-west extension of NW 30th Street, 40' in width, to Somerset Drive in lieu of closing off the so-called private "access" easement, as described in Parcel "A" Somerset Plaza, Plat Book 111 and page 19 of the public records of Broward County, FL ("40' RW"), dedicate such 40' RW to the City in accordance with applicable City procedures, within sixty (60) days of the execution of the CSUA.

1 9. NW 33 AVE shall complete repaint of the exterior of the school building
2 improvements on the Property within sixty (60) days of the execution of the CSUA,
3 which selection of paint color and combinations shall be agreed to, in advance, by
4 the City's Development Services Department and shall be in accordance with
5 applicable City Codes and regulations.

6
7 10. NW 33 AVE and BridgePrep Academy shall comply with the Developer's
8 Agreement, the Site Plan and all other applicable ordinances, regulations, and
9 laws.

10
11 WHEREAS, BridgePrep Academy has also acknowledged its understanding that the
12 recorded Developer's Agreement further includes a provision that:

13 The Developer acknowledges and agrees that in development of the subject
14 property, failure to abide by the terms of this Agreement, or any other
15 applicable regulation or ordinance shall constitute grounds for refusal by the
16 City, or appropriate authority thereof, to allow such development, to issue
17 building permits, or to permit occupancy of the completed improvements.

18 WHEREAS, the Developer's Agreement further provides that all its terms and provisions
19 "shall be deemed covenants running with the land and, the same shall be binding upon and inure
20 to the benefit of the parties hereto, their respective assigns, successors..." and as such constitutes
21 an enforceable binding agreement between the City and the owner of the Property.

22 NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Lauderdale
23 Lakes, Florida as follows:

24 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
25 confirmed as being true, and the same are hereby incorporated by reference and made part of
26 this Resolution.

27 SECTION 2. AUTHORIZATION: The City Commission hereby authorizes and ratifies the
28 Certificate of Occupancy and Certificate of Use in favor of BridgePrep Academy of Hollywood,
29 Inc., d/b/a BridgePrep Academy Broward County, subject to the above-referenced conditions,

1 including acknowledgement and agreement with the recorded Developer's Agreement, dated
2 July 24, 2018 and Site Plan generally knowns as Championship Academy of Distinction, LLC,
3 bearing last revision date of July 24, 2018, as drawn by Steven L. Cohen Associates, P.A.,
4 pertaining to the Property located at 3020 NW 33rd Avenue, Lauderdale Lakes, FL 33319; and
5 further subject to the respective execution and compliance by BridgePrep Academy and NW 33
6 AVE LLC with the terms and conditions of the Charter School Use Agreement, attached hereto as
7 **Exhibit A** and fully incorporated herein by reference.

8 SECTION 3. INSTRUCTIONS: The City Commission hereby instructs that upon the
9 respective execution and compliance by BridgePrep Academy and NW 33 AVE LLC with the terms
10 and conditions of the Charter School Use Agreement, the City Manager, through staff is hereby
11 instructed to undertake such actions which are necessary and proper to issue the appropriate
12 City notices sufficient to cause the reinstatement of the Certificate of Occupancy and issuance of
13 the Certificate of Use by the Property for a public charter school.

14 SECTION 4. The City Clerk is hereby instructed to promptly transmit a copy of this
15 Resolution to the Owner, by first class mail, certified return receipt requested (1) to the address
16 of such Owner relative to the Property, as it appears on the latest records of the Broward County
17 tax appraiser's office for ad valorem taxation purposes, (2) to the Owner's corporate mailing
18 address as set forth on the State of Florida, Division of Corporation website, and (3) to the address
19 of the Owner's Registered Agent as set forth on the State of Florida, Division of Corporations
20 public website. The City Clerk is also instructed to mail a copy of this Resolution to the Broward
21 Public School, Charter School Management Support Department, Attn: Donte Fulton-Collins,
22 Director.

SECTION 5. EFFECTIVE DATE: This Resolution shall take effect immediately upon its passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD APRIL 23, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)

CHARTER SCHOOL USE AGREEMENT

This **CHARTER SCHOOL USE AGREEMENT** ("Agreement") is made and entered by **BRIDGEPREP ACADEMY OF HOLLYWOOD, INC., D/B/A BRIDGEPREP ACADEMY BROWARD COUNTY** ("SCHOOL"), having its principal place of business located at 1400 N 46th Avenue, Hollywood, FL 33021, and **NW 33 AVE LLC**, a Delaware corporation ("NW 33 AVE"), having its registered office located at Corporate Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the **CITY OF LAUDERDALE LAKES**, a Florida municipal corporation ("CITY") having its principal place of municipal operation located at 4300 NW 36th Street, Lauderdale Lakes, FL 33319, which Agreement shall be effective on the date it is executed by the SCHOOL and NW 33 AVE ("Effective Date").

W I T N E S S E T H

WHEREAS, the SCHOOL has an effective Charter School Agreement ("Charter Agreement") between it and The School Board of Broward County, Florida ("SBBC") that permits the SCHOOL to operate an elementary/middle (K-8) charter school within the school district;

WHEREAS, in accordance with the Charter Agreement, the SCHOOL currently operates at a facility located at 7595 NW 61st Street, Tamarac, FL 33321 ("Tamarac Facility"), but also has a pending request to SBBC to approve the relocation of its operational facility to the improved real property located at 3020 NW 33rd Avenue, Lauderdale Lakes, FL (the "Property");

WHEREAS, the SCHOOL and NW 33 AVE have conveyed their respective desire to use the Property to relocate and operate an elementary/middle school (K-8) charter school in accordance with the Charter Agreement, attached hereto as **Exhibit 1**;

WHEREAS, NW 33 AVE has represented to the City of Lauderdale Lakes ("CITY") that it is presently the contracted party to a written purchase and sale agreement proving for its purchase of the fee simple title and interest to the Property from its current owner, LAUDERDALE LAKES NW 33 AVE LLC;

WHEREAS, NW 33 AVE and the SCHOOL understand and acknowledge that the Property is subject to the terms and conditions of that certain Developer's Agreement, executed on July 25, 2018 and recorded in the Official Records of Broward County under Instrument number 115224814 (Developer's Agreement"), attached hereto as **Exhibit 2**.

WHEREAS, NW 33 AVE and the SCHOOL understand and acknowledge that the Developer's Agreement further provides for the Property owner's legal obligation to comply with material terms and conditions providing for certain improvements made to the Property, which improvements were a precondition to the CITY'S approval of that certain Site Plan generally known as Championship Academy of Distinction, LLC, bearing

last revision date of July 24, 2018, as drawn by Steven L. Associates, P.A. ("Site Plan"), pertaining to the development of the Property for occupancy and use as a charter school, approved under City Commission *Resolution 2018-079*, dated July 24, 2018, attached hereto as **Exhibit 3**;

WHEREAS, NW 33 AVE and the SCHOOL understand and acknowledge the terms of the Developer's Agreement are legal covenants that run with the land (Property) and are binding upon all current and successor owners having title and interest to the Property;

WHEREAS, NW 33 AVE and the SCHOOL acknowledge their respective understanding that the recorded Developer's Agreement further includes a provision that:

The Developer acknowledges and agrees that in development of the subject property, failure to abide by the terms of this Agreement, or any other applicable regulation or ordinance shall constitute grounds for refusal by the City, or appropriate authority thereof, to allow such development, to issue building permits, or to permit occupancy of the completed improvements.

WHEREAS, in the response to NW 33 AVE's and the SCHOOL's request and in substantial detrimental reliance upon their respective representations and proffer of the terms and conditions set forth in this Agreement, the City Commission adopted Resolution 2024-_____ authorizing the reinstatement of the Certificate of Occupancy and issuance of the Certificate of Use for the Property as a charter school.

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

1. **Recitals.** The foregoing recitals are confirmed as being true and correct, and the same are hereby incorporated into by reference and made part of this Agreement.
2. **Warranty Deed and Lease.** NW 33 AVE shall, not later than May 30, 2024, provide the City's Development Services Department with (a) the recorded copy of the warranty deed confirming NW 33 AVE's purchase of the Property from LAUDERDALE LAKES NW 33 AVE LLC, the current owner of the Property, and (b) the fully executed lease agreement between BridgePrep Academy and NW 33 AVE for the Property.
3. **Dedication of 40' RW.** NW 33 AVE shall, not later than ninety (90) days from the Effective Date of this Agreement or at such other time that the parties may agree to, in writing, in connection the terms and condition of the Developer's Agreement requiring the dedication and construction of an East-West extension of Northwest 30th Street, 40' in width to Somerset Drive ("Right-Of-Way Improvements"), in lieu of

closing off the existing private “access easement”, as such is legally described in Parcel A of Somerset Plaza, Plat Book 111 and page 19 of the public records of Broward County order (“40’ RW”), dedicate such 40’ RW to the CITY in accordance with applicable CITY procedures.

4. **Repainting of Exterior Building.** NW 33 AVE shall, not later than sixty (60) days from the Effective Date of this Agreement or at such other time that the parties may agree to, in writing, complete repaint of the exterior of the school building improvements on the Property, which selection of paint color and combinations shall be agreed to, in advance, by the CITY’s Development Services Department and shall be in accordance with applicable CITY Codes and regulations.
5. **Payment of PILOT Fees.** NW 33 AVE shall, not later than sixty (60) days from the Effective Date of this Agreement, pay the outstanding Payment in Lieu of Taxes (Invoice No. 2024-05), in the amount of \$43,712.34, and the outstanding Payment in Lieu of Taxes (Invoice No. 2023-05), in the amount of \$40,700.97, and the outstanding Payment in Lieu of Taxes (Invoice No. 2022-05) in the amount of \$39,372.45. NW 33 AVE shall thereafter pay the annual PILOT Fee in full compliance with the terms of the Developer’s Agreement.
6. **SBBC Relocation Approval.** BridgePrep Academy, shall, not later than May 30, 2024, provide the CITY’s Development Services Department with SBBC’s written approval of BridgePrep Academy’s request to relocate from its Tamarac Facility to the Property.
7. **Registration as Foreign Limited Liability Company.** NW 33 AVE, shall, not later than May 30, 2024, provide the CITY’s Development Services Department with the written evidence of NW 33 AVE’s registration as a foreign limited liability company.
8. **Time of the Essence.** NW 33 AVE and BridgePrep Academy, shall execute this Agreement not later than May 30, 2024.
9. **Assignment.** Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the CITY.
10. **Compliance with Ordinances.** NW 33 AVE and the SCHOOL shall at all times remain in compliance with all federal, state and local laws, ordinances, rules and regulations applicable to the use of and operation of a charter school on the Property. It shall be considered a material breach of this Agreement if NW 33 AVE or the Property is found to be in violation of any such laws, ordinances, rules or regulations any time during the term of this Agreement.
11. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the sole and exclusive jurisdiction and venue of any action brought pursuant to this Agreement, to

enforce the terms hereof or otherwise with respect to the relationship between the parties created or extended pursuant hereto, shall properly lie in the Seventeenth Judicial Circuit in and for Broward County, Florida, and the parties hereby submit to the personal jurisdiction of said court in the event of such an action.

12. **Reinstatement of Certificate of Occupancy and Use.** Upon the respective parties' compliance with paragraphs 2 through 8 of this Agreement, the CITY will reissue a Certificate of Occupancy and issue Certificate of Use for the Property, further subject to authorizing the Property to be used for charter school purposes for up to 700 students. However, if NW 33 AVE breaches any terms of this Agreement, the Certificate of Occupancy and Certificate of Use for the Property shall be revoked.
13. **Attorneys' Fees.** Should any dispute arise between NW 33 AVE, and/or BRIDGEPREP ACADEMY and the CITY pertaining to terms, conditions, or enforcement of this Agreement, the CITY shall be entitled to recover against NW 33 AVE all costs, expenses, including attorney's fees incurred by the CITY in such dispute whether or not suit be brought, and such right shall also include such costs, expenses and attorney's fee through all appellate or other proceedings, or actions.
14. **Non-Waiver.** Unless expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement or the Developer's Agreement shall be deemed to have been made unless expressly in writing and signed by the party against whom such waiver is charged; and (i) the failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions, (ii) the acceptance of performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure, and (iii) no waiver by any party of one breach by another party shall be construed as a waiver with respect to any other or subsequent breach.
15. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the CITY, BRIDGEPREP ACADEMY and NW 33 AVE, their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
16. **Recordation.** This Agreement shall be recorded in the Official Records of Broward County, Florida within five (5) days of the Effective Date.
17. **Modification.** No modification, alteration or amendment to the terms and conditions of this Agreement shall be binding upon the parties unless set forth in writing and duly executed by all parties hereto.

18. **Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or unenforceable in any respect, and cannot be modified to be enforceable, such provisions shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile, email and PDF copies, each of which when executed and delivered shall be deemed an original, all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have made this Agreement on the date first-above written.

CITY OF LAUDERDALE LAKES,

ATTEST:

VENICE HOWARD, CITY CLERK

MAYOR VERONICA EDWARDS PHILLIPS

NW 33 AVE LLC, a Delaware, limited liability company

WITNESS #1

Signature
Name: _____

Signature
Name: _____
Date: _____
Title: _____

WITNESS #2

Signature
Name: _____

ACKNOWLEDGMENT

State of Florida)
County of _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____ of NW 33 AVE LLC, a Delaware limited liability company, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public

My commission expires:

**BRIDGEPREP ACADEMY OF HOLLYWOOD,
INC., d/b/a BRIDGEPREP ACADEMY
BROWARD COUNTY**, a Florida not for
profit corporation

WITNESS #1

Signature
Name: _____

Signature
Name: _____
Date: _____
Title: _____

WITNESS #2

Signature
Name: _____

ACKNOWLEDGMENT

State of Florida)
County of _____)

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, 2024 by
_____ of BRIDGEPREP ACADEMY OF HOLLYWOOD, INC., d/b/a
BRIDGEPREP ACADEMY BROWARD COUNTY, a Florida not for profit corporation, on behalf
of the corporation. He/she is personally known to me or has produced _____
as identification.

Notary Public

My commission expires:

CHARTER SCHOOL AGREEMENT

THIS CHARTER SCHOOL AGREEMENT is entered into as of the 13th day of June, 2017 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate operating and existing under the laws of the State of Florida
[hereinafter referred to as "Sponsor"],
and having its principal place of business located at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**BRIDGEPREP ACADEMY OF HOLLYWOOD, INC. d/b/a BRIDGEPREP ACADEMY
BROWARD COUNTY**

a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
1400 N 46th Avenue, Hollywood, Florida 33021.

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a not-for-profit organization a charter to operate an elementary/middle (K-8) charter school within the school district; and

WHEREAS, the School is a Florida not-for-profit organization and desires to operate a charter school within the school district for the purposes set forth in Section 1002.33, Florida Statutes, and in the School's Charter School Application which is attached hereto as **Appendix 1** and incorporated herein by reference.

WHEREAS, the School is approved by the Sponsor to provide educational services in accordance with the terms of a charter school agreement; and

WHEREAS, it is the intent of the parties that this Charter School Agreement [hereinafter referred to as "Charter"] shall serve as the charter for the operation of the School.

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the parties agree as follows:

ARTICLE 1: RECITALS

Section 1.A: **Recitals**: The foregoing recitals are true and correct and are incorporated within this Charter by reference.

ARTICLE 2: GENERAL PROVISIONS

Section 2.A: **Approved Application**: The School's approved application to operate a charter school is appended hereto as **Appendix 1** and is incorporated herein by

reference. If any provision of this Charter is inconsistent with **Appendix 1**, the provisions of this Charter shall prevail.

Section 2.B: **Term of Charter**: Unless terminated earlier pursuant to Section 1002.33, Florida Statutes, or upon the terms contained herein, this charter shall cover a term of 5 years commencing on July 1, 2017 and ending on June 30, 2022.

Section 2.B.1: **Effective Date**: This Charter shall become effective on July 1, 2017 or upon signing by both parties, whichever date is later.

Section 2.B.2: **Start-Up Date**: The initial start-up of the School shall be consistent with the beginning of the Sponsor's public school calendar for each school year. In all years of operation, the School will follow the public school calendar adopted by the Sponsor unless otherwise stated and approved in the Application (**Appendix 1**) or by an amendment to this Charter. The School shall provide instruction for at least one hundred eighty (180) school days or the number of days required by law for other public schools, and may provide instruction for additional days.

Section 2.B.3: **Pre-Opening Deadline**: The School shall be eligible to receive FTE funding from the Sponsor once it has secured and has provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority, but in no event shall such funds be disbursed to the School any earlier than July 1 of the school year in which the School will open. If the School has not secured and provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School, then this Charter will automatically expire without any notice, hearing, right to appeal or further action required of the Sponsor. If the School has not already utilized a planning year with regard to its approved application, the first year of this Charter shall automatically be a planning year if the School has not secured and provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School. The School shall not be entitled to enroll any students during a planning year and shall not be eligible to receive any FTE funding from the Sponsor during such planning year. If the School has already utilized a planning year subsequent to approval of its application and thereafter fails to secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School, this Charter shall automatically expire without any notice hearing, right to appeal or further action required of the Sponsor.

Section 2.B.4: **Charter Modification**: This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties. Alteration of the grade levels served will require approval of a subsequent or supplemental charter school application to serve those additional grades. Furthermore, no modifications may alter student eligibility for enrollment except as permitted by applicable law.

Section 2.B.4.a: **High Performing Charter School**: As per Section 1002.331 Florida Statutes, a State designated high-performing charter school may increase its

student enrollment, contract capacity, not to exceed the current facility capacity and expand grade levels within kindergarten through grade 12 to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is within the limits established above. A high-performing charter school shall notify the Sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

Section 2.B.5: **Charter Renewal:** This Charter may be renewed pursuant to Section 1002.33(7)(b)1, Florida Statutes, for such duration as may be established by mutual written agreement of the parties.

Section 2.C: **Educational Program and Curriculum:** The School shall deliver an educational program and curriculum as described in its Application which is attached hereto and incorporated herein as **Appendix 1**.

Section 2.D: **Non-Renewal/Cancellation and Termination:** Any non-renewal, cancellation or termination of the Charter shall be subject to Section 1002.33(8), Florida Statutes, and the terms of this Charter.

Section 2.D.1: **Non-Renewal Provisions:** At the end of the term of the Charter, the Sponsor may choose not to renew the School's Charter for any of the following reasons to the extent that such violations are not cured after notice and an opportunity to cure during the length of the current term:

(a) a failure by the School to participate in the state's education accountability system created in Section 1008.31, Florida Statutes, or failure to meet requirements for student performance stated in this Charter;

(b) a failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to, a negative fund balance in any governmental fund as reported in a budget or audit report which is not the subject of a Corrective Action Plan or Financial Recovery Plan; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) calendar days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements that cannot be justified or otherwise explained;

(c) a violation of federal, state or local law, or a material breach of the provisions of this Charter by the School;

(d) any action by the School that is detrimental to the health, safety, or welfare of its students and is not timely cured after notice;

(e) a failure by the School to achieve fifty percent (50%) of the goals and outcomes of any School Improvement Plan/Accountability Plan developed for the School;

(f) receipt by the School of a state-designated grade of “F” in any two (2) of four (4) years or in the instance of a School that is assigned a School Improvement Rating (SIR) rather than a letter grade; receipt of an Incomplete for failure to conform to student participation requirements to receive a state designation in any two (2) of four (4) years after the final determination of grade or rating by FLDOE. The equivalent of an “F” grade is defined as the School receiving thirty-one (31) percent of the total application points or less on the Florida Grades issued by the Florida Department of Education. Schools assigned a School Improvement Rating rather than a letter grade will be considered the equivalent of an “F” grade if their School Improvement Rating is “Unsatisfactory”. The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform to current state law or rules;

(g) any other good cause shown including, without limitation, any of the grounds specified in this Charter which is not cured after notice and a reasonable opportunity to cure during the length of the current term.

Section 2.D.1.a: **Grounds for Good Cause**: “Good cause” for termination or non-renewal shall include, but not be limited to, the following to the extent that such violations are not cured after notice and an opportunity to cure during the length of the current term:

(1) a failure by the School to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research;

(2) receipt by the School of a state-designated grade of “F” in any two (2) of four (4) years or in the instance of a School that is assigned a School Improvement Rating (SIR) rather than a letter grade; receipt of an Incomplete for failure to conform to student participation requirements to receive a state designation in any two (2) of four (4) years after the final determination of grade or rating by FLDOE. The equivalent of an “F” grade is defined as the School receiving thirty-one (31) percent of the total application points or less on the Florida Grades issued by the Florida Department of Education. Schools assigned a School Improvement Rating rather than a letter grade will be considered the equivalent of an “F” grade if their School Improvement Rating is “Unsatisfactory”. The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform to current state law or rules;

(3) a failure by the School to comply with a Corrective Action Plan;

(4) a failure by the School to make contributions to the Florida Retirement System (FRS), if the School has elected to participate in the FRS;

(5) a failure by the School to pay payroll taxes to the Internal Revenue Service;

(6) the School's filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment such that the School can no longer operate or is no longer economically viable as determined pursuant to §218.503, Florida Statutes;

(7) failure of the School's annual audit to comply with the requirements specified in this Charter or the School's failure to timely submit financial reports or other reports required by Section 1002.33(9), Florida Statutes, or by this Charter;

(8) the School's failure to meet generally accepted accounting principles;

(9) the School's failure to comply with the maximum class size requirements of Article IX, Sections (1) – (3), Florida Constitution, to the extent said requirements are applicable to charter schools and to the extent such failure to comply is not addressed in a corrective action plan approved by the FDOE;

(10) the School's failure to maintain insurance coverage as described in this Charter;

(11) the School's failure to provide the Sponsor with the required access to records;

(12) the School's violation of any court order, as determined by a court of competent jurisdiction;

(13) a criminal conviction upon matters involving the School against either the School's governing board, its members (collectively or individually), or by the management company contracted by the School if not cured by the Governing Board;

(14) the School's failure to submit to the Sponsor a Financial Recovery Plan and/or a Corrective Action Plan, as appropriate with the supporting documents that is determined by the Sponsor to be acceptable within thirty (30) days following a determination of financial emergency pursuant to Section 218.503, Florida Statutes;

(15) the School's failure to implement any Financial Recovery Plan approved by the Commissioner of Education or a Corrective Action Plan pursuant to Section 218.503, Florida Statutes;

(16) a failure by the School to provide periodic progress reports as required by the financial recovery plan or a Corrective Action Plan as determined by the Sponsor;

(17) the School's receipt of a finding of financial emergency, pursuant to Section 218.503, Florida Statutes, for two consecutive years or more than once during any one fiscal year, where the School has been afforded an opportunity to cure such financial position by adhering to a financial recovery plan, as may be modified pursuant to Section 218.503, Florida Statutes, and failed to evidence improvement in the School's financial status;

(18) the School's failure to (1) cooperate with representatives of a financial emergency board or a Corrective Action Plan Committee seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial emergency board to review the School's operations, management, efficiency, productivity, and financing of functions and operation; or (4) provide periodic progress reports as required by any financial recovery plan issued pursuant to Section 218.503, Florida Statutes;

(19) a finding, by a court with competent jurisdiction, or by the School Board after the School has received notice and an opportunity for a formal hearing, that the School or its representative have perpetrated a material fraud upon the Sponsor or made material intentional misrepresentations in the Application (**Appendix 1**);

(20) a failure by the School to comply with background screening, including the payment of all associated costs, and other requirements set forth in Section 1002.33(12)(g), Florida Statutes;

(21) the School's failure to achieve and maintain the minimum student enrollment set forth in the application or as mutually agreed upon by the parties and provided for within the School's approved budget, except as otherwise provided in Section 4.A herein below;

(22) any other good cause shown, which shall include, without limitation, any material breach or violation by the School, which is not cured after notice and an opportunity to cure during the length of the current term, of the standards, requirements, or procedures of this Charter such as:

(a) the School's failure to timely submit monthly and quarterly financial reports;

(b) the School's failure to timely submit all financial statements in the format specified by the Sponsor;

(c) the School's failure to fulfill all the requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (NCLB);

(d) the School's failure to comply with the conflict of interest provisions applicable to charter schools;

(e) the School's failure to timely submit the annual report to the Sponsor;

(f) the School's failure to timely submit the School Improvement Plan to the Sponsor, as required by State statute;

(g) the School's failure to participate in all state assessment programs;

(h) the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;

(i) the School's failure to comply with the education goals established by Section 1000.03(5), Florida Statutes;

(j) if the School is a secondary charter school, its failure to comply with Section 1003.43, Florida Statutes, or to the student progression standards set forth in Section 1008.25, Florida Statutes;

(k) the School's failure to use records and grade procedures that adequately provide the information required by the Sponsor;

(l) the School's failure to provide Exceptional Student Education (ESE) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local school district policies;

(m) the School's failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen (18) years of age or older;

(n) the School's failure to timely submit the annual financial audit as required by Section 218.39, Florida Statutes;

(o) the School's failure to comply with the Florida Building Code (including Chapter 533, Florida Statutes) and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;

(p) the School's failure to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA);

(q) the School's failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter;

(r) the School's failure to maintain the required insurance at any time during the term of this Charter or provide evidence of that such insurance is in effect;

(s) the violation by a member of the School's governing board of Sections 112.313(2), (3), (7) or (12), or 112.3143, Florida Statutes, or any other applicable portion of the Code of Ethics for Public Officers and Employees that is not promptly remedied upon notification of the violation to the School's governing board;

(t) the School's willful or reckless failure to manage public funds in accordance with the law;

(u) the School's failure to comply with the maximum class size requirements of Article IX, Sections (1) – (3), Florida Constitution, to the extent said requirements are applicable; or

(v) the School's violation of any court order as determined by a court of competent jurisdiction.

Section 2.D.1.b: **Notice of Renewal/Non-Renewal from the Sponsor; Appeal:** Except when exercising its authority for the immediate termination of a charter school, the Sponsor shall provide written notification to the governing body of the School of the proposed renewal or non-renewal of its Charter at least ninety (90) days in advance of the proposed action. In the event of a non-renewal, the notice shall state in reasonable detail the grounds for the proposed action. The notice shall state that the School's governing body may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure selected by the Sponsor from those alternatives specified in Section 1002.33(8)(b), Florida Statutes.

Section 2.D.1.c **Notice of Renewal/Non-Renewal from the School:** The School shall notify the Sponsor in writing at least ninety (90) days prior to the expiration of the Charter as to the School's intent to renew or not to renew.

Section 2.D.2 **90-Day Termination:** This Charter may be terminated upon ninety (90) calendar days' written notice pursuant to Section 1002.33(8)(b) and (c), Florida Statutes, for any of the grounds listed in the foregoing Non-Renewal Section, Grounds for Good Cause Section, or ground specified elsewhere in this Charter or provided under applicable law. This Charter may also be terminated by the Sponsor before the expiration of its term if the Sponsor determines, after due notice and opportunity to be heard, that insufficient progress has been made by the School in attaining certain achievement objectives, as referenced in Section 3.A., below, agreed to by the parties hereto and contained in this Charter.

Section 2.D.2.a: **Notice from the Sponsor; Appeal:** Except when immediately terminated pursuant to this Charter, the Sponsor shall provide written notification to the governing body of the School of the proposed termination of a charter at least ninety (90) days in advance of the proposed action. The notice shall state in reasonable detail the grounds for the proposed action. The notice shall state that the School's governing body may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure selected by the Sponsor from those alternatives specified in Section 1002.33(8)(b), Florida Statutes, within sixty (60) days of its receipt of a request from the School's governing body. Within thirty (30) days of its receipt of the Sponsor's final order, the School's governing body may appeal the Sponsor's decision pursuant to Section 120.68, Florida Statutes.

Section 2.D.3: **Immediate Termination:** This Charter may be terminated immediately by the Sponsor pursuant to Section 1002.33(8)(d), Florida Statutes, if it determines that there is an immediate and serious danger to the health, safety or welfare of the students exists. In making the determination as to whether good cause exists for immediate termination, the Sponsor will consider whether the totality of the circumstances warrant a decision to forego the procedures for a ninety (90) day termination. The Sponsor shall notify in writing the School's governing body, the School's principal, and the Florida Department of Education if the Charter is immediately terminated. The Sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate.

Section 2.D.3.a: **Immediate Termination – Operations During Appeal:** Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor all of the keys to the School's facilities along with all security system access codes and access codes for all computers in the School's facilities, and shall immediately make accessible all educational and administrative records of the School so the Sponsor may immediately take any appropriate actions. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School and shall turn over to the Sponsor all of the School's public property and public funds. The Sponsor shall further cooperate and afford the School immediate access to any and all records in Sponsor's possession and needed by the School in preparation of its appeal, upon School's request, to the extent that such records were turned over to the Sponsor pursuant to this section. If the School prevails in an appeal to the State Board of Education, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's governing board shall resume operation and oversight of the School.

Section 2.D.3.a.1: **Immediate Termination – Assets and Property During Appeal:** Any unencumbered public funds from the School, and district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

Section 2.D.3.a.2: **Immediate Termination – School Debts and Term of Lease During Appeal:** However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's fund any debts incurred by the School in order to avert a foreclosure or eviction.

Section 2.D.3.a.3: **Immediate Termination – Correspondence During Appeal:** During the pendency of any appeal, the Sponsor shall forward to the chair of School's governing board copies of any correspondence or other written communications related to the School's leases and mortgages or to the extension or termination of any of the School's contracts or business relationships.

Section 2.D.3.a.4: **Immediate Termination – Non-Renewal or Termination During Pendency of Appeal:** Since the issues on appeal shall be limited to whether there existed grounds for the immediate termination of the Charter, this Charter may still be terminated upon ninety (90) days notice or non-renewed in accordance with its terms during the pendency of an appeal in accordance with Section 1002.33(8), Florida Statutes.

Section 2.D.3.a.5: **Immediate Termination – Retrieval of Personal Items by School Personnel:** If the School appeals to the State Board of Education and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the School shall be dissolved pursuant to Section 1002.33(8)(e), Florida Statutes. In such event, the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.

Section 2.D.3.b: **Hearing Process:** Pursuant to Section 1002.33(8)(d), Florida Statutes, the Sponsor's determination to immediately terminate the Charter is not subject to the provision of a hearing described in Section 1002.33(8)(b) & (c), Florida Statutes except that the hearing may take place after the Charter has been terminated. The School's governing body may, within ten (10) calendar days after receiving the Sponsor's decision to immediately terminate the Charter, request a hearing in accordance with Section 1002.33(8)(d), Florida Statutes.

Section 2.D.3.c: **Sponsor Operation of School Pending Appeal:** Unless the School has already ceased operations, the Sponsor shall, if feasible, assume operation of the School upon immediate termination and shall continue operating the School throughout the pendency of the hearing under Section 1002.33(8)(b)&(c), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students as determined by a local government having jurisdiction over the matter. The Sponsor shall hold and conserve all School property and assets, including cash and investments, in trust until the School has exhausted all appellate rights pursuant to Section 1002.33(8)(b)&(c), Florida Statutes. The Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of business. Normal expenses shall include, but

not be limited to, the payment of employee salaries and benefits and reasonable attorney fees and costs. This provision shall not be interpreted to require Sponsor funds to be used to pay School expenses.

Section 2.D.3.d: **School Employees After Immediate Termination:** The School's instructional and operational employees will be required to continue working in the charter school until such time as the School exhausts its appellate remedies. Notwithstanding the general policy of requiring such employees to continue serving in their regular capacities during that time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if any cause for personnel discipline should arise or be discovered during the Sponsor's assumed operation of the charter school (after the Sponsor provides any required due process to such employees if they are not terminable at-will).

Section 2.D.4: **Post Termination Provisions:** In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor, the disposition of financial and operational records, student records, property and assets, debts and leases shall be in accordance with the provisions of this Charter and applicable law.

Section 2.D.4.a: **Financial & Operational Records:** In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor, all administrative, operational and financial records of the School shall be turned over to the Sponsor along with all security system access codes and access codes for all computers in the School's facilities on the date the expiration, non-renewal or termination takes effect.

Section 2.D.4.b: **Student Records:** In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor, student records shall be turned over to Sponsor on the date the expiration, non-renewal or termination takes effect.

Section 2.D.4.c: **Property/Assets of the School:** The parties acknowledge that both the Sponsor and the School are public entities. In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor and except as otherwise provided by law; all assets, supplies and equipment purchased with public funds by the School or which would otherwise be due and payable to the School shall instead be delivered to, retained and owned by the Sponsor and all school property and improvements, furnishings and equipment and any unencumbered public funds shall automatically revert or transfer, as the case may be, to full ownership by the Sponsor (subject to any lawful liens and encumbrances) following the School's exhaustion of its appellate remedies. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as all property, whether real or personal, purchased directly with grants and funds provided by a governmental entity. Funds provided by the School and used by an education services provider ("ESP") company to purchase property and assets for the School are considered public funds. Any property and improvements, furnishings and equipment purchased without Article 12.0 funds for the School which have not been reimbursed by public funds shall be the property of the School should the Charter terminate or not be renewed. Any

assets existing at the time of expiration, termination or non-renewal of this Charter School Agreement, which have been funded by both Article 12.0 funds and non-public funds, shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through Section 1002.33, Florida Statutes, or as specified in this Charter. Property and assets purchased by an educational management organization in conjunction with operating the School shall not be deemed to have been purchased with public funds. The financial and auditing personnel and staff of the Sponsor and the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings, and equipment purchased for the School and the appropriate record keeping of same, during the term hereof or any extensions of this Charter School Agreement.

Section 2.D.4.d: **Debts of the School:** In the event that the Charter is terminated (other than immediate termination) or non-renewed by the Sponsor, the School shall be responsible for all the debts of the School. The parties acknowledge that the Sponsor may not assume the debt arising from any contract for services made between the governing body of the School, the management company (if applicable), and/or third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this Charter) by both the Sponsor, the governing body of the School and/or the management company (if applicable), and that may not reasonably be assumed to have been satisfied by the Sponsor.

Section 2.D.4.e: **Leases of the School:** In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

Section 2.D.4.f: **Dissolution of the School:** Upon expiration, non-renewal or termination of the Charter and exhaustion of any rights to appeal, the School shall be dissolved under the provisions of the statute under which the School was organized.

Section 2.D.4.g: **Student Enrollment Upon Non-Renewal:** Any student enrolled in the School at the time of the expiration, termination or non-renewal of this Charter may apply to and be enrolled in a public school operated by Sponsor or another charter school in accordance with the Sponsor's or the recipient charter school's normal application and enrollment procedures.

Section 2.D.5: **Voluntary Termination:** The School's governing board may elect to voluntarily terminate this Charter by sending to the Sponsor a written notice of voluntary termination executed by the chair of the governing board. In the event of a voluntary termination, the School shall be deemed to have waived any right to notice, hearing or appeal of the termination of its Charter. The school shall inform the Sponsor no later than 15 days prior to the date specified in the notice of voluntary termination. Any such voluntary termination shall be effective as of the date specified in the governing board's notice. Upon receipt of notice of the

intent to voluntarily terminate the contract, the governing board's right to notice, hearing or appeal shall cease. In the event of a voluntary termination, all post-termination provisions stated in this Charter shall apply other than the provisions for notice, hearing or appeal.

Section 2.E: **Non-Discrimination Policy**: The SCHOOL agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all as required by:

Section 2.E.1: Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, religion or national origin;

Section 2.E.2: Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender or national origin;

Section 2.E.3: Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender;

Section 2.E.4: The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least forty (40) years of age;

Section 2.E.5: Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled;

Section 2.E.6: The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;

Section 2.E.7: The Family and Medical Leave Act of 1993 (FMLA) which required covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons;

Section 2.E.8: The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;

Section 2.E.9: The Florida Civil Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the State;

Section 2.E.10: Public Law 93-508 (Federal Law) and Section 295.07, Florida Statutes, which provide categorical preferences for employment and re-employment rights to veterans; and

Section 2.E.11: Sponsor's School Board Policy, which prohibits discrimination on the basis of sexual orientation.

Section 2.F: **Class Size:** To the extent applicable, the School will comply with Article IX, Section 1 of the Florida Constitution, and any applicable state law governing class size. If it is determined that the School was required to comply with Article IX, Section 1 of the Florida Constitution or any state law governing class size and failed to do so and such non-compliance adversely impacts Sponsor's compliance with state law, such failure shall constitute good cause for the termination of this Charter School Agreement. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by Sponsor as a result of the School's non-compliance.

Section 2.G: **Additional Requirements:** The Sponsor reserves the right to require the School to adhere to School Board Policy 1163 and any additional requirements imposed upon charter schools by applicable law or rules or by the Florida Department of Education. The performance of the Sponsor of any of its obligations under this Charter shall be subject to and contingent upon the availability of moneys lawfully available for such purposes.

ARTICLE 3: ACADEMIC ACCOUNTABILITY

Section 3.A: **Student Performance:** Student performance shall be assessed and evaluated in accordance with the School's governing laws and rules, the assessment and evaluation provisions of the School's Approved Application (**Appendix 1**) and the provisions of this Charter. In addition to evaluating the School's success in achieving the objectives stated in either the Application, the School Accountability Plan, or the School Improvement Plan the School shall be held accountable for meeting federal and state student performance requirements, as provided in Sections 1001.02, 1008.33, and 1008.345, Florida Statutes. The School agrees to permit the Sponsor's personnel to observe the charter school's operations to assess student performance upon reasonable notice.

Section 3.A.1: **Initial Year Assessment and Evaluation:** The School will implement its educational program during the initial year as specified in the School's Approved Application (**Appendix 1**) setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in its initial year that reading is a primary focus of the curriculum and the necessary resources will be provided to identify and to provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading in the School's initial year shall be consistent with the Next Generation Sunshine State Standards and the Florida State Standards as determined by the State of Florida's Department of Education's Common Core Standards implementation timeline and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian in the initial year. The School shall ensure that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.1.a: **Initial Year Expected Outcomes:** In the initial year, the School agrees to implement the current incoming baseline standard of student academic

achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon and identified in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules

Section 3.A.1.b: **Initial Year Methods of Measurement:** The School's expected outcomes will be measured in the initial year as described in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules.

Section 3.A.1.c: **Initial Year Assessments:** The parties agree that the methods set forth in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules shall be used to identify the educational strengths and needs of students and the educational goals and performance standards in the School's initial year. This accountability criteria shall be based upon the School's assessment system, as agreed, and on statewide assessment programs. All initial year assessments shall be conducted at the times specified in the School's Approved Application (**Appendix 1**) unless another time is required by the state.

Section 3.A.1.c.1: **State-Required Initial Year Assessments:** Students attending the School in its initial year shall participate, at the Sponsor's expense, in the statewide assessment program and in all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)4, Florida Statutes, the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in the initial year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming students in the initial year using the same assessment instrument that the Sponsor uses in the spring. A different norm-referenced assessment must be used for this purpose.

Section 3.A.1.c.2: **Additional Initial Year Assessments:** When the Sponsor requires the School to participate in any District-wide assessments during the School's initial year, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in District-wide assessments during the School's initial year, the School shall bear the costs associated with District-wide assessments. The School, at its discretion and own expense, may use other assessment tools during its initial year that are educationally relevant, sound and consistent with this Charter.

Section 3.A.2: **Annual Student Performance:** The School will annually implement its educational program as specified in the School's Approved Application (**Appendix 1**), setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of its annual

curriculum and the necessary resources are implemented to identify and to provide specialized instruction for students who are reading below grade level. The School's curriculum and instructional strategies for reading shall be consistent with a blended model of the Next Generation Sunshine State Standards and the Florida State Standards as determined by the State of Florida's Department of Education's Common Core Standards implementation timeline and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian and shall ensure that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.2.a **School Improvement Plan (SIP):** The School's Governing Board shall approve a School Improvement Plan ("SIP"), as applicable, in each year of this Charter, as required by Section 1002.33(9)(n), Florida Statutes. Furthermore, if the School is required to submit a SIP plan to the Sponsor as outlined in State Rule 6A-1.099827, the School shall comply with all state and local requirements pertaining to said Rule.

Section 3.A.2.a.1: **Minimum Components of SIP:** During the each year of the Charter, the School agrees to include in the School Improvement Plan all requirements outlined in the plan based on the school's status under school grades, Title 1 status or and any other state or federal requirement as applicable to charter schools. The School Improvement Plan shall also contain the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Accountability Plan submitted to the Sponsor. The School Improvement Plan must require the clear identification of source documentation for data and, where applicable, reliance upon state generated disaggregated data. The School Improvement Plan must require annual adequate progress toward Accountability Plan goals.

Section 3.A.2.a.2: **Deadline for Governing Board Approval:** The School's Governing Board shall approve a School Improvement Plan ("SIP") each year concurrent with the District's School Improvement Plan approval time frame.

Section 3.A.2.a.3: **Monitoring the SIP:** The School's Governing Board shall be responsible for monitoring the School's School Improvement Plan. Furthermore, if the School is required to submit a SIP plan to the Sponsor as outlined in State Rule 6A-1.099827, the School shall comply with all state and local requirements pertaining to said Rule.

Section 3.A.2.b: **Annual Assessments:** The School's student performance will be annually assessed as described in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules. The School will annually implement its educational program as specified in the School's Approved Application (**Appendix 1**) setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in each year that reading is a primary focus of the curriculum and the necessary resources will be implemented to identify and to provide specialized instruction for students who are reading below grade level. The School's

annual curriculum shall be consistent with the Next Generation Sunshine State Standards with a blending of the Common Core State Standards as determined by the State of Florida's Department of Education's Common Core Standards implementation timeline and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian each year. The School shall ensure each year that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.2.b.1: **State-Required Annual Assessments:**

The School will annually administer all state-required assessments to its students, at the Sponsor's expense, within the State timeframe during each year of the term of the Charter. In each year, the School shall administer to its students, at the Sponsor's expense, the statewide assessment program and all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)4, the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in each year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming students in any year using the same assessment instrument that the Sponsor uses in the spring of that year. A different norm-referenced assessment must be used for this purpose.

Section 3.A.2.b.2: **Additional Annual Assessments:** The School will implement, at its own expense, any assessments specified in its Approved Application (**Appendix 1**). When the Sponsor requires the School to participate in any district-wide assessments during the term of this Charter, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in district-wide assessments during the term of this Charter, the School shall bear the costs associated with district-wide assessments. The School, at its discretion and own expense, may use other assessment tools during the term of this Charter that are educationally relevant, sound and consistent with this Charter.

Section 3.B: **Student Promotion:** The School's students shall be promoted in accordance with the Sponsor's Policy 6000.1.

Section 3.B.1: **Student Promotion Policy:** The School's student promotion policy shall be consistent with the provisions of the School's Approved Application (**Appendix 1**), the provisions of this Charter, and the School's applicable governing laws and rules, and shall comply with the Sponsor's Policy 6000.1.

Section 3.B.2: **Graduation Requirements:** The School shall comply with the method described in Sections 1003.428 and 1008.25, Florida Statutes, and the Sponsor's policy for determining that a student has satisfied the requirements for graduation. Alternative Schools must comply with the requirements of Section 1003.435, Florida Statutes.

Section 3.B.3: **Other Assessment Tools:** In addition to those assessment tools identified in this Charter and in the School's governing laws and rules, the School will utilize all other assessment tools specified in the School's Approved Application (**Appendix 1**).

Section 3.C: **Data Access and Use:** The School agrees to allow the Sponsor access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination as to whether student performance requirements have been met as stated in the Charter, and as required by Sections 1008.31 and 1008.345, Florida Statutes. The School must use the Sponsor's student information system and the Sponsor agrees to provide the School with sufficient access to such student information system. The School agrees to utilize data provided by the Sponsor in its electronic data processing systems pertaining to admissions, registration, and student records. The School shall also use records and grade procedures that adequately provide the information required by the Sponsor. If the School chooses to use an alternate grade book system other than the Sponsor's, the Sponsor will not be required to provide any technical support. The Sponsor will provide services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g. staff-training, dissemination and collection of materials, monitoring, scoring, analysis and summary reporting). Student performance data for each student in the School, including, but not limited to, state mandated assessment scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any expense for services, other than for the aforementioned services that is not included as part of the Sponsor's administration fee under Section 1002.33(20), Florida Statutes, will be the responsibility of the School.

Section 3.D: **Accreditation:** The School, if a high school or a school providing high school courses, must obtain and maintain applicable certification/accreditation of its educational program within four (4) years in order to ensure transferability of courses completed by the students at the School.

Section 3.E: **Records and Grading Procedures:** Due to the possibility that students enrolled in the School may return to a district school or transfer to another charter school within the school district, the School will utilize a records and grading procedure that is consistent with the Sponsor's current records and grading procedures.

Section 3.F: **State System of Grading Schools:** If the School receives a state-designated grade of "F" in any two (2) of four (4) years or in the instance of a School that is assigned a School Improvement Rating (SIR) rather than a letter grade; receives an Incomplete for failure to conform to student participation requirements to receive a state designation in any two (2) of four (4) years after the final determination of grade or rating by FLDOE, such circumstances will constitute a material breach of this Charter and good cause for terminate or non-renewal of this Charter by the Sponsor. The equivalent of an "F" grade is defined as the School receiving thirty-one (31) percent of the total application points or less on the Florida Grades issued by the Florida Department of Education. Schools assigned a School Improvement

Rating rather than a letter grade will be considered the equivalent of an “F” grade if their School Improvement Rating is “Unsatisfactory”. The foregoing point designations or school improvement ratings shall be amended during the term of this Charter to conform to current state law or rules.

Section 3.F.1: **Student Achievement Deficiency Meetings:** In the event the School attains a school grade of “D” under Section 1008.34(2), Florida Statutes, the principal/director and a representative of the Governing Board of the School shall appear before the Sponsor at least once per year to present information concerning the School’s state-identified deficiencies in student achievement. The Sponsor’s staff shall provide the School a written description of the monitoring and support resources that will be provided by the Sponsor to assist the School to cure its deficiencies.

Section 3.F.2: **School Improvement Plans:** In the event the School receives a school grade issued under Section 1008.34(2), Florida Statutes, of “D” or “F” in any year the School’s director/principal and a representative of the School’s Governing Board shall appear before the Sponsor in a publically noticed meeting to submit a School Improvement Plan (SIP) for approval by the Sponsor. The Sponsor shall have the authority to approve and monitor the School’s development and implementation of any school improvement plan during the following school year as outlined in state Rule 6A-1.099827. The Sponsor may also consider any action recommended by the Florida Board of Education as part of any School Improvement Plan.

Section 3.F.2.a: **Corrective Actions:** If the School fails to improve its student performance from that of the year preceding implementation of a School Improvement Plan, the Sponsor shall require the School to take one or more of the corrective actions specified in State Rule 6A-1.099827. Such corrective actions shall remain in effect until the School improves its student performance from the year prior to the implementation of the School Improvement Plan. Correction actions may include:

Section 3.F.2.a.1: Contract for educational services to be provided directly to students, instructional personnel, and school administrators, as follows:

(a) The School may select a state-approved provider of Supplemental Education Services, pursuant to Rule 6A-1.039(20)(f), Florida Administrative Code to provide services to students.

(b) The School may select an Education Management Organization or Academic Management Organization to provide services to the Schools students, teachers, and administrators, including services such as, but not limited to, instructional coaching, curriculum review and alignment, and data literacy.

Section 3.F.2.a.2: Contract with an outside entity that has a demonstrated record of effectiveness to operate the School;

Section 3.F.2.a.3: Reorganize the School under a new director or principal who is authorized to hire new staff;

Section 3.F.2.a.4: Voluntarily close; or

Section 3.F.2.a.5: any other action permitted by applicable law, rules or this Charter including, without limitation, the termination of this Charter pursuant to Section 1002.33(8), Florida Statutes.

Section 3.F.2.b: **School Improvement Plan Implementation Meetings:** When a School Improvement Plan is under implementation, the School's principal/director and a representative of the School's Governing Board shall appear at a publically noticed meeting before the Sponsor's at least once per year to present information regarding the corrective actions that are being implemented by the School in accordance with the School Improvement Plan.

Section 3.G: **State Student Performance Requirements:** The School will be accountable for meeting the state's student performance requirements as delineated in State Board of Education Rule 6A-1.09981, Florida Administrative Code - *Implementation of Florida's System of School Improvement and Accountability*, based on Sections 1001.02, 1008.33, and 1008.345, Florida Statutes.

Section 3.H: **Annual Accountability Report:** The School shall submit an Annual Accountability Report to the Sponsor by the date specified by the State each year during the term of this Charter School Agreement as required by Section 1002.33, Florida Statutes. The Accountability Report will be in accordance with the School's governing laws and rules and any Accountability Plan Guidelines adopted by the Sponsor. This Annual Accountability Report shall be prepared pursuant to statutory requirements which shall include, but not be limited to, comparative student performance data and information required by Section 1008.345, Florida Statutes. In preparing this report, the School agrees to utilize data provided through its participation with the Sponsor pertaining to admissions, registration and student records. After verification of the School's Annual Accountability Report, the Sponsor shall forward it to the Florida Commissioner of Education at the same time as other annual school accountability reports are submitted. The School's Annual Accountability Report shall include at least the following information:

Section 3.H.1: The School's progress toward achieving the goals outlined in this Charter School Agreement;

Section 3.H.2: Student achievement performance data, including the information required for the annual school report and education accountability pursuant to Sections 1008.31 and 1008.345, Florida Statutes;

Section 3.H.3: Financial records of the School, including, but not limited to, revenues and expenditures, at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt, and audited financial statements;

Section 3.H.4: Documentation of facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes; and

Section 3.H.5: Descriptive information about the charter school's personnel, including salary and benefit levels of the school employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

Section 3.I: **Sponsor's Charter School Analysis:** Pursuant to law and upon verification of the School's Annual Accountability Report, the Sponsor will provide to the Florida Commissioner of Education an analysis and comparison of the overall performance of the School's students. The parties agree that the Sponsor will utilize results from the state and district required assessment programs referenced in this Charter and the data elements to be included in the aforementioned Annual Accountability Report required by law from the School.

Section 3.J: **Reading Plan:** The School agrees to adopt and implement, the Sponsor's K-12 Comprehensive Research-Based Reading Plan (CRRP) unless it has chosen to "opt-out" and use an alternate Sponsor-approved core reading plan. If the school chooses to opt-out of the Sponsor's K-12 CRRP, it shall provide to the Sponsor an alternative Research-Based Comprehensive Reading Plan in the format required by the Sponsor for review and approval no later than 90 days prior to the first day of school. The school has agreed to opt-into the Sponsor's K-12 CRRP. Any change of election shall require an amendment to the charter agreement

ARTICLE 4: STUDENTS

Section 4.A: **Eligible Students:** The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes, up to the maximum school enrollment capacity approved by the Sponsor through its approval of this Agreement of 500 students. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. The parties agree that the approved school enrollment capacity is the minimum enrollment that will support the School's operations at an adequate level under its approved budget. If the School fails to achieve the minimum school enrollment capacity as provided herein by the October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of the school management as provided in Section 1002.33(8)(a)2, Florida Statutes, unless the School provides the Sponsor a revised and balanced budget within sixty (60) days of the October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student transfer and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

Section 4.A.1: **School Community**: The parties agree that the community to be served by the School is described in the School's Application (**Appendix 1**). However, in no event shall any eligible student (as defined by Section 1002.33(10), Florida Statutes, be denied enrollment unless the School has attained its maximum school enrollment capacity.

Section 4.B: **Grades Served**: The School shall enroll students in those grades specified in its Approved Application (**Appendix 1**). A state designated high-performing charter school may expand grade levels as outlined in Section 1002.331 Florida Statutes.

Section 4.C: **Class Size**: To the extent that such provisions and laws are legally applicable to charter schools, the School shall comply with the requirements pertaining to what is commonly referred to as the "Class Size Amendment," which is presently codified at Section 1, Article IX of the Florida Constitution and at Section 1003.03, Florida Statutes, together with other related and applicable statutes and administrative regulations issued by the Florida Department of Education, FLDOE, all as may be amended from time to time. The School shall immediately indemnify the Sponsor for any penalties imposed upon the Sponsor as a result of the School's noncompliance with this provision.

Section 4.D: **Annual Projected Enrollment**: The School shall provide to the Sponsor its projected FTE enrollment for the next school year by no later than March 31st of the current school year during the term of this Charter.

Section 4.E. **Annual Capacity Determination**: Any change in the School's approved maximum school enrollment capacity must be achieved through the amendment of this Charter. If a change in its maximum school enrollment capacity is desired for an upcoming school year during the term of this Charter, the School must provide notice to the Sponsor of the proposed change in school enrollment capacity and the facts supporting that request no later than February 28 prior to the school year in which the increased capacity is requested. The Sponsor shall consider the provisions of Section 1002.33(10), Florida Statutes, when determining whether to approve a requested change in school enrollment capacity. Modification of the contract capacity shall not exceed 15 percent of the capacity identified in the charter maximum school enrollment capacity shall not exceed the maximum capacity established by any applicable certificate of occupancy, certificate of use, fire permit or applicable provision of Article IX, Section 1 of the Florida Constitution or any other law or rule that is applicable to the School.

Section 4.F: **Admissions and Enrollment Plan**: The School will be responsible for its enrollment process and shall admit and enroll students residing in the school district in accordance with Section 13C of the School's Application (**Appendix 1**) and Section 1002.33(10), Florida Statutes. Students who are at-risk of academic failure, as defined in Florida Statutes, shall be an enrollment priority of the School. Informational meetings will be held by the School to inform interested parents/guardians of the mission of the School, the registration process, and required contractual obligations. The School will provide this information to parents/guardians in English as well as in other languages (e.g., Spanish, Haitian-Creole).

Section 4.F.1: **Student Eligibility and Enrollment Preferences**: The School agrees to enroll an eligible student by accepting a timely application, unless the number

of applications exceed the stated capacity of the School, class, grade, level or building as agreed to in **Appendix 1**. In such case, all applicants shall have an equal chance of being admitted through a random selection process. In future years, the time frame for accepting applications shall be mutually agreed to by the Sponsor and the School, but the School is not required to accept applications on the same schedule as Sponsor. The School's enrollment plan shall be in compliance with the following eligibility and enrollment considerations:

Section 4.F.1.a: **Equal Enrollment Opportunities:** Students requiring services from an Exceptional Student Education program as well as students requiring services from English for Speakers of Other Languages (ESOL) programs shall have equal opportunities of being selected for enrollment in the School. The School agrees to enroll any eligible student who submits a timely and completed application. However, if the number of applications exceeds the capacity of a program, class, grade level, or building all eligible applicants shall have an equal chance of being admitted through a random selection process that complies with Florida law and all applicable desegregation court orders, and/or settlement stipulations, Sponsor assignment plan/policies, voluntary school choice plans, and conditions relating to maintenance of appropriate student population that reflects the diversity of the community in which the School is located;

Section 4.F.1.b: **Enrollment for Conversion Schools:** In the event the School is operating as a conversion charter school, the School agrees to give enrollment preference in accordance with Section 1002.33(10)(c), Florida Statutes to students who would have otherwise attended that public school, however, parents or students may request non-participation and receive assignment to another public school through the Sponsor;

Section 4.F.1.c: **Community Diversity:** The School agrees that it will implement the strategies contained in **Appendix 1** to achieve and maintain a student population reflective of the diversity of the community the School serves, as defined above;

Section 4.F.1.d: **Enrollment Preferences - Siblings and Employees' Children:** The School acknowledges that it may give enrollment preference to eligible siblings of students enrolled in the School, to the child of an employee of the School, to the child of a member of the governing board of the School or to any other student as authorized by Florida law; and

Section 4.F.1.e: **Enrollment Preferences – Same Household:** The School acknowledges that it may give enrollment preference to students living in the same household with an accepted/attending student (i.e., foster home, foreign exchange student) subject to the provision of appropriate documentation to support such student eligibility.

Section 4.G: **Maintenance of Student Records:** The Sponsor agrees to cooperate with the School to provide cumulative folders and permanent records, including IEPs for Exceptional Students. The School shall maintain both active and archival records in Broward County, Florida, for current and former students in accordance with Florida Statutes. The School will maintain both active and archival records for current/former students in accordance with

applicable federal and state laws. The Sponsor will assist the School in establishing appropriate record formats.

Section 4.G.1: **Cumulative Folders/Permanent Records**: All cumulative folders and permanent records of students leaving the School to attend a district school will be forwarded to the receiving school immediately upon request. The School shall not delay the transfer of records due to a pending parent/student exit conference;

Section 4.G.2: **Records Upon Out-of-District Transfer**: All cumulative folders and permanent records of students leaving the School to attend a school other than a district school will be copied and forwarded to the receiving school. The original cumulative folder and permanent record of the student will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law.

Section 4.G.3: **Records Upon Other Transfers**: All cumulative folders and permanent records of students leaving the School for any reason, other than above, will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law;

Section 4.G.4: **Records Transfer to Sponsor**: All permanent (Category A) records of students leaving the School, whether by graduation, transfer to Sponsor's district schools, or withdrawal to attend another school, will be transferred to the Sponsor in accordance with applicable law. All records of student progress (Category B) will be immediately transferred to the appropriate recipient school, without exception, if a student withdraws to return to one of Sponsor's district schools or to another school system. The School may retain copies of the academic records created during a departing student's attendance at the School.

Section 4.G.5: **Inactive Student Records**: All inactive student records will be forwarded annually to the Sponsor. These records shall be forwarded each year prior to September 30 for any student withdrawing prior to June 30 of the previous year. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code; and

Section 4.G.6: **Annual Report of Student Records**: A report from the School will be forwarded to the Sponsor's Charter Schools Support Department prior to July 1 of each year of the term of the Charter listing all students enrolled during the school year, and the disposition of each student's cumulative folder and permanent record, i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate.

Section 4.G.7: **Confidentiality of Student Records**: The School shall ensure that all student records are kept confidential as required by applicable federal and state laws including but not limited to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C., Section 1232g) and Florida Statutes 1002.22 and 1002.221. The Sponsor has the right with reasonable notice, if it has a legitimate educational interest to review any and all student records maintained by the School including, without limitation, records pertaining to students in

the Exceptional Student Education or English for Speakers of Other Languages (ESOL) programs at the School.

Section 4.H **Exceptional Student Education**: Students enrolled in the School who are eligible to receive Exceptional Student Education services shall be provided a free appropriate public education by the School in accordance with this Charter, applicable federal and state laws and applicable administrative rules adopted by the Florida Board of Education. Students with disabilities will be educated in the least restrictive environment as outlined in the district's Special Policies and Procedures for Exceptional Students.

Section 4.H.1: **Non-Discriminatory Policy**: The School shall adopt a policy providing that it will not discriminate against students with disabilities who are served in Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act). The School shall guarantee that its admissions policies shall be nonsectarian. The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of disabled students. The School will not request a copy of a student's Individual Education Plan (IEP) nor any other student information from the parent or any other source prior to the student's completion of the application process, nor shall the School access such student information on the Sponsor's student information system prior to admission of the student. The School's enrollment application will not include questions concerning a student's IEP or need for special services. Upon receiving the application for enrollment of a student with a disability, the School will convene a meeting with individuals knowledgeable about the student to evaluate the student's individual needs and determine whether the student can be provided a free, appropriate public education by the School.

Section 4.H.2: **Sponsor's Responsibilities**: The Sponsor will have the responsibility of conducting the psychoeducational evaluation of students referred for potential placement within exceptional student education in accordance with federal and state mandates. The School agrees that the Sponsor will perform psychoeducational evaluations of students initially referred for placement within exceptional student education, and any subsequent re-evaluation of students. The School will be billed for those services not covered by the administrative fee at the actual cost of these services. The School may obtain independent evaluations of students at the School's expense. These evaluations may be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the Sponsor's district personnel in a manner and timeframe consistent with that of all other schools in the district. The Sponsor will monitor the School for ESE compliance with applicable federal, state and local policies and procedures.

Section 4.H.3: **The School's Responsibilities**: The School shall make a continuum of alternative placements available to students with disabilities. Students with disabilities enrolled in the School shall be provided, at the School's expense, with programs implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and, specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, 1000.05, 1003.57, 1001.42(4)(l), and 1002.33, Florida Statutes, Chapter 6A-6 of the State Board of Education Administrative Rule

and Sponsor's Special Policies and Procedures for Exceptional Students. The School will be responsible, at its expense, for the delivery of all educational and related services indicated on the student's Individual Education Plan (IEP). Related services (e.g., speech/language therapy, occupational therapy, physical therapy, and counseling) must be provided by the School's staff or paid for by the School through a separate contract. Gifted students shall be provided with programs implemented in accordance with state and local policies and procedures, federal and state laws, and Chapter 6A-6 of the Administrative Rules adopted by the Florida Board of Education. The School will be responsible for the delivery of all educational services indicated on a student's educational plan.

Section 4.H.3.a: **IEP Meetings.** The School will develop an Individual Education Plan (IEP) and conduct an IEP meeting with the student's family for each exceptional student enrolled in the School. The School will utilize all of the Sponsor's forms and procedures related to ESE eligibility, IEP and placement process procedures. The School will invite the Sponsor to participate in all IEP meetings (including initial staffing and annual IEP review meetings) at the School and will provide the Sponsor at least two (2) weeks prior notice of such meetings accompanied by a copy of the Parent Participation Form, by mail or given in person. If it is determined by an IEP committee that the needs of a student with disabilities cannot be met at the School, the School will take steps to secure another placement for the student in accordance with federal and state mandates. The School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. The School's staff will work closely and as early as possible in the planning/development stages, with Sponsor staff to discuss the services needed by the School's students with disabilities.

Section 4.H.3.b: **Least Restrictive Environment:** Except as otherwise provided by the provisions of Section 2.E contained hereinabove, students with disabilities enrolled in the School will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. As it is the School's goal to place students in an environment where they can best flourish, those students whose needs cannot be adequately addressed at the School will be appropriately referred; and the School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. However, it is the School's obligation, and not that of the Sponsor or student's boundaried school, to provide all appropriate services to ESE students until that student withdraws from the School to attend another school.

Section 4.H.3.c: **Procedural Measures:** As early as possible in the planning/development stages, the School's staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. Parents of students with disabilities will be afforded procedural safeguards in their native language, which safeguards will include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings, and surrogate parents.

Section 4.H.3.d: **Federal and State Reports:** Unless otherwise exempted by Chapter 1002, Florida Statutes, the School will complete federal, state and any

other reports deemed necessary in accordance with the time-lines and specifications of the Sponsor and the State Department of Education.

Section 4.H.3.e: **504 Students:** The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

Section 4.H.4: **Due Process Hearings:** The School shall be liable to Sponsor for all damages, attorney's fees and costs awarded against the Sponsor relating to an alleged violation by the School of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 and School shall be liable for all attorney's fees and costs incurred by the Sponsor in its defense of any claims. The School shall not be obligated to Sponsor under this subsection for any damages, attorney's fees and costs awarded in favor of a student with disabilities due to Sponsor's violation of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 or for any costs and attorney's fees incurred by Sponsor in defending a claim that resulted in such an award. All expenses, cost and attorney's fees owed to the Sponsor based on this Section shall be reimbursed by the School within thirty (30) days of the submission of a written invoice to School by the Sponsor.

Section 4.H.5: **English Language Learners:** Students enrolled at the School who are identified as limited English proficient, will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners and who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement or (b) hold a currently-valid State of Florida educator's certificate in another area of certification, have been approved by the School's Board of Directors to teach in this capacity, and who complete the required in-service training in ESOL in the prescribed time frame per the State Department of Education rules and regulations provided by the school district in compliance with the *LULAC, et al. v. State Board of Education* Consent Decree. The School will meet all the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's current ELL plan, as approved by the State Board of Education, including all forms and documentation in-both the Sponsor's current ELL plan, which may be amended from time to time, as well as any district department handbooks, manuals and guidelines used for the process of identifying and classifying ELL students and for the provision of implementation of ESOL services to meet the needs of English Language Learners (ELLs).

Section 4.I: **Dismissal Policies and Procedures**: The School agrees to dismiss students as described in Sponsor's School Board Policy, within this Charter, and in the appropriate Section of the School's Application (**Appendix 1**). The School agrees to maintain a safe learning environment at all times. The School shall comply with Florida state law and will adopt and follow the Sponsor's Code of Student Conduct, as may be modified by the Sponsor from time to time, for the School's students of the same grades promulgated by Sponsor. Any policies developed by the School to implement the Code of Student Conduct shall be in accordance with the Florida State Board of Administration Rules, federal and state laws and regulations, and federal and state court decisions. The School's board of directors shall recommend expulsions to the Sponsor. However, the Sponsor has the ultimate authority in cases of student expulsion. If the School is considering removal of a student from attendance, the School will inform the Sponsor of its intention and share information concerning the basis for considering removal. If the student's actions lead to recommendation for assignment to an alternative school or expulsion from the Sponsor's district, the School will cooperate in providing information and testimony needed in any legal proceeding. Students will be assigned to an alternative school only through the process established by the Sponsor's Board Policy, and will be expelled from the Sponsor's district only if approved by the Sponsor's School Board. Students with disabilities will be disciplined only in accordance with requirements of the Individuals with Disabilities Education Improvement Act and Rehabilitation Act and the Sponsor's Exceptional Student Education Policies and Procedures (SP&P). If a student has been recommended for expulsion for commission of an expellable act as defined by the Sponsor's policy and the student is withdrawn from the School by a parent/guardian, the student may be denied enrollment in a district school by Sponsor or may be assigned to an appropriate expulsion abeyance program in accordance with Sponsor's policies. The School may not withdraw or transfer a student involuntarily unless the withdrawal or transfer is accomplished through established procedures mutually agreed upon in this Charter or through the Sponsor's applicable policies for student withdrawal.

Section 4.I.1: **Corporal Punishment**: The School agrees that it will not engage in the corporal punishment of its students.

Section 4.J: **Extracurricular Student Activities**: Students at the School shall be eligible for participation in extracurricular activities and athletic opportunities at the School in the same manner as other schools in the school district to the extent such programs or sports are offered. Nothing herein prohibits the School from imposing stricter requirements for participation in extracurricular activities. Students at the School will be eligible to participate in interscholastic extracurricular activity at the district school to which the student would be assigned according to Sponsor's policies and the rules of the Florida High School Athletic Association (FHSAA), unless such activity is provided at the School, so long as the School student meets the requirements of 1006.15, Florida Statutes. All such students will be assigned to a district school for extracurricular activities through the Sponsor's student assignment office. The Sponsor agrees to support the School in its efforts to recognize student accomplishments. Such support shall include, but not be limited to, district competitions, district recognition programs and district scholarship programs. If there are any costs not paid for or reimbursed by the State, then the School shall pay its pro rata share of the costs of such recognition programs.

Section 4.K: **Enrollment - Health, Safety & Welfare:** Enrollment at the School is subject to compliance with the provisions of Section 1002.33, Florida Statutes, concerning school entry health examinations and immunizations. The School agrees to comply with the Federal Gun Free Schools Act of 1994 and any other applicable state and/or federal law pertaining to the health, safety and welfare of students.

ARTICLE 5: FINANCIAL ACCOUNTABILITY

Section 5.A: **Revenue - Basis for Student Funding:** The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's district. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary millage funds, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School, less the administrative fee set forth in Section 1002.33(20)(a), Florida Statutes. The School shall receive one hundred percent (100%) of the Merit Award Program funds awarded to the School pursuant to Section 1012.225, Florida Statutes.

Section 5.A.1: **Student Reporting:** The School agrees to report to the Sponsor its student enrollment as provided in Section 1011.62, Florida Statutes, and, in accordance with the definitions contained in Section 1011.61, Florida Statutes, at the agreed-upon intervals and using the method used by the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In addition, for each year of the term of this charter, the School will submit the projected full-time equivalent student membership of the School to the Sponsor by the last day of March prior to the new school year. The Sponsor will also provide training for the School's personnel in the use of designated district applications necessary to respond to the legislative requirements of Section 1008.345, Florida Statutes, including the annual report and the state required assessment program.

Section 5.A.2: **Distribution of Funds Schedule:** The Sponsor shall disperse the funds specified in this Article to the School in a timely and efficient manner. Timely distribution of funds to the School shall begin in July 2017 on a monthly basis. Until the Sponsor has conducted an official enrollment count, the monthly payments will be based on the School's prior year FTE student membership. Thereafter, the results of student enrollment counts and FTE membership surveys will be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor shall pay the School one-twelfth of the available funds less administrative fee as defined in Section 1002.33(20)(a), Florida Statutes within ten (10) working days of receipt by the Sponsor of a distribution of State or local funds. If payment is not made within ten (10) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration for the ten (10) day period until such time as the payment is made.

Section 5.A.2.a: **Disbursement at Start of New Charter School:** In instances involving the start of a new charter school, until such time as the Sponsor has conducted an official enrollment count, the Sponsor may distribute funds on a monthly basis to the School based on verified student registrations submitted by the School to the Sponsor. In no event shall monthly payments begin until the School has secured at least temporary facility approval from the appropriate licensing authority and has presented the same to the Sponsor. Thereafter, the results of student enrollment counts and FTE student membership surveys must be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor will determine the School's actual state fundable FTE using Florida Department of Education FTE reports and will make monthly payments to the School based on those reports and the most recent calculation of FEFP revenue, less payments received, less the district administrative fee, with the balance due divided by the remaining months in the fiscal year. Payment shall be on a monthly basis.

Section 5.A.3: **Adjustments:** Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the *actual* unweighted and weighted FTE students reported by the School during the full time equivalent survey periods designated by the Commissioner of Education. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible, provided that the Sponsor, having received notice from the State of such inaccuracy, has sent notice to the School of the alleged errors discovered through such audit(s) so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceeding to challenge or appeal such audit findings. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Should the Sponsor receive notice of an FTE funding adjustment which is attributable to error, misreporting or substantial noncompliance by the charter school, the sponsor shall deduct the amount of such adjustment from the charter school's FTE funding until the total amount of the FTE funding adjustment is recovered by the Sponsor. Such adjustment shall not exceed the fiscal year.

Section 5.A.4: **Millage Levy:** In accordance with the provisions of section 1002.33(9)(1), Florida Statutes, the School agrees that it shall not levy taxes or issue bonds secured by tax revenues. However, nothing in this provision shall preclude a municipality from levying municipal taxes during a period in which the municipality is operating a charter school.

Section 5.A.5: **Holdback/Proration:** In the event of a state holdback or a proration which reduces funding, the School's funding will be reduced proportionately. In the event that the Sponsor's district exceeds the state cap for WFTE for any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the Sponsor's district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE and the School's funding will be reduced to reflect its proportionate share of any unfunded WFTE. In addition, should the Sponsor receive notice of an FTE funding adjustment which is attributable to error or substantial noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment

otherwise due the School, provided that the Sponsor, having received notice of such FTE funding adjustment, has sent notice to the School of the alleged errors so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceeding to challenge or appeal such audit findings. In the event that the assessment is charged near the end of or after the term of this Charter where no further payments are due the School, the Sponsor shall provide prompt notice to the School which shall refund the Sponsor the amount of the assessment within thirty (30) calendar days. The School will be responsible for an additional fee of one percent (1%) per month on the unpaid balance after thirty (30) days from the date of notice of such assessment.

Section 5.A.6: **Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of the categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, less the administrative fee permitted under Section 1002.33(20)(a), Florida Statutes. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure, as established by State criteria, within thirty (30) days of notice of such expenditures.

Section 5.A.7: **Federal Funding:** In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation that verifies student eligibility (e.g. approved free-and-reduced price meal applications) from the School, to provide the School with equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds. Federal funds shall be reimbursed to the School by the Sponsor in accordance with, and following the School's compliance with, Section 1002.33(17)(c), Florida Statutes.

Section 5.A.7.a: **Title I:** Pursuant to provisions of 20 U.S.C. 8061 Section 10306, the Sponsor will always provide all federal funding for which the School is otherwise eligible, including Title I funding, not later than five (5) months after the School first opens or after a subsequent expansion of enrollment. Any Title I funds allocated to the School must be used to supplement the reading/language arts and mathematics services for eligible students participating in the Title I program and shall be spent in accordance with federal regulations. These students will be identified utilizing the Economic Survey conducted annually during the prior fiscal year. Any capital outlay item purchased with Title I funds must be identified and labeled for Title I property audits. Any equipment purchased with Title I funds, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I, and must be identified and labeled for Title I property audits. If the School accepts Title I funds, at least one percent (1%) the Title I funds budget must be spent in support of parental involvement activities. The School will ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The district and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The Sponsor agrees to timely notify the School of all dates and other

information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.7. b: **IDEA:** The training portion of the IDEA appropriation will remain with the Sponsor to provide training as required by IDEA guidelines. The School may participate in IDEA funded training offered by the Sponsor at no cost. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.8.c: **Federal or Other Grants:** The Sponsor agrees to support the School in its efforts to secure grants by timely processing and submitting all documentation prepared by the School and necessary for the Schools competition for grants and other monetary awards, including but not limited to Federal Start-up Grant and Dissemination Grant. When the funding source requires that the Sponsor serve as the fiscal agent for a grant, the School shall, prior to generating any paperwork to the funding agency, notify the Sponsor in writing of its intent to submit a grant application and attach grant application guidelines. If the Sponsor develops a district-wide grant, the School may be included in the district proposal, if mutually agreed to by the School and the Sponsor. The Sponsor shall not agree to such participation unless the School specifically agrees to all terms, conditions, and requirements of the grant. If the School fails in any material respect to comply with said terms, conditions, and requirements, the School shall be solely responsible and liable for any consequences. When a charter school elects to participate in a district-wide grant prepared by the Sponsor's staff or when grant proposals are developed by district staff using student or School counts that include the students of the School, dollars and/or services distributed via grant funds will be provided to charter schools in the same manner as traditional public schools.

Section 5.A.9: **Other Funding Sources:** The Charter School may secure funding from private foundations, corporations, businesses and/or individuals.

Section 5.A.10: **Charter School Capital Outlay Funds:** Section 1013.62, Florida Statutes, provides procedures and guidance for the distribution of capital outlay funds appropriated to Florida's public charter schools. Capital Outlay plans must be submitted to the FLDOE in the format and manner prescribed by the state. The Sponsor will review and verify the information uploaded to the FLDOE. The state determines approval of the School's Capital Outlay Plan. Each Capital Outlay plan must contain a written list specifically enumerating the proposed capital expenditures. Sales contracts, construction contracts, purchase orders, leases, lease-purchase agreements, rental agreements or bills of sale will be accepted by the Sponsor to document the School's expenditure of capital outlay funds. A copy of the previous year's annual audited financials must be submitted with a Capital Outlay plan as well as any other supporting documentation that verifies that the charter school qualifies for capital outlay funds. Conversion charter schools are ineligible for capital outlay funding allocations. After the Sponsor's certification of a Capital Outlay plan submitted by the School, the Sponsor shall deliver any public capital outlay funds [hereafter "CO Funds"] that are allocated and prorated to the School by the Commissioner of Education within ten (10) days of the delivery of such funds to the Sponsor by the Commissioner of Education. The property and/or improvements purchased by

the School using the CO Funds and any unencumbered CO Funds shall be subject to reversion to the Sponsor pursuant to Sections 1002.33(8)(e) and 1013.62(3), Florida Statutes, and shall automatically revert to full ownership by Sponsor, subject to complete satisfaction of any other lawful liens and encumbrances, upon: (a) the termination or non-renewal of this Charter, or (b) the material breach of this Charter by the School. Any property and improvements, furnishings and equipment purchased without CO Funds or public funds for the School which have not been reimbursed by CO Funds or public funds shall be property of the School should the Charter terminate or not be renewed. However, ownership of an asset shall revert to the Sponsor in the event of termination or non-renewal of this Charter if the School's accounting records fail to clearly establish whether a particular asset was purchased with CO Funds or public funds or from another funding source. Except as otherwise provided herein and except for any interest conferred upon the Sponsor by applicable law or this Charter and except for other lawful liens or encumbrances, the School shall not rent, hire, or lend any of the property and/or improvements purchased with CO Funds. The Sponsor acknowledges that the facilities leased with CO Funds may be leased by the School for community and educational services for use when School is not in session. If the School leases such facilities to third persons as provided herein, any funds paid pursuant to such lease shall be the property of the School. The parties agree that a failure to satisfy the obligations imposed by this section shall constitute a material breach of this Charter and good cause for its termination. The School shall provide Sponsor's Accounting Department copies of invoices for the property and/or improvements purchased with CO Funds. The School shall provide Sponsor's Accounting Department lists of any property and/or improvements purchased with CO Funds that the School may subsequently propose to dispose of as surplus property. The property and/or improvements purchased by the School using CO Funds shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of the Sponsor.

Section 5.A.11: **Information:** The Sponsor shall be entitled to inspection of the School's financial and pupil records upon request and reasonable notice. The SCHOOL agrees that it will submit in a timely manner to the SPONSOR all information pertaining to the charter school that is necessary for SPONSOR to comply with Section 1010.20, Florida Statutes.

Section 5.A.12: **General Fixed Assets and Tangible Personal Property:** The SCHOOL shall comply with all the requirements set forth in Florida Statutes and in the Florida Commissioner of Education's publication entitled *Financial and Program Cost Accounting and Reporting for Florida Schools* pertaining to general fixed assets and tangible personal property.

Section 5.A.13: **Access to Inventory:** The SCHOOL agrees to allow the SPONSOR reasonable access and the opportunity to review the inventory of public assets and records of such inventory. The inventory records should include; at minimum, the date of purchase, description of purchase, serial number of asset, cost of asset, funding source and current location of item.

Section 5.B: **Sponsor Administrative Fee:** The administrative fee calculated by the Sponsor shall be as defined in Section 1002.33(20)(a), Florida Statutes, not including capital outlay funds, federal and state grants, or any other funds, unless explicitly provided by law. The Sponsor shall not withhold an administrative fee from federal or state grants unless

explicitly authorized by law. Funds from the reimbursement of any portion of the administrative fee to the school shall be used only for capital outlay purposes as specified in Section 1013.62(2), Florida Statutes. The Sponsor shall not withhold an administrative fee from capital outlay funds unless explicitly authorized by Florida law. The Sponsor shall provide those administrative and educational services specified in Section 1002.33(20)(a), Florida Statutes, to the School at no additional fee. These services shall include contract management services, FTE and data reporting, exceptional student education administration services, services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the school district at the request of the School; test administration services, including payment of the costs of state-required or district required student assessments; processing of teacher certificate data services, and information services, including equal access to student information systems that are used by public schools in the district in which the charter school is located as provided in Section 1002.33(20)(a), Florida Statutes. Access by the School to other services not required in Section 1002.33(20)(a), Florida Statutes, but available through the Sponsor, may be negotiated separately by the parties. Services requiring separately negotiated contract with Sponsor are unique to each charter and must be negotiated between the School and the Sponsor. Charges for such services under those contracts will be assessed upon reasonable notice at the following rate:

Hourly rate + proportional benefits of the Sponsor's personnel performing the service, times the number of actual hours beyond services that are regularly regarded as district level administrative services.

The Sponsor will invoice the School monthly for these services. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued.

Section 5.C: **Restriction on Charging Tuition:** In accordance with the provisions of Section 1002.33(9)(d), Florida Statutes, the School agrees that it shall not charge any tuition or fees to students enrolled in an FEFP funded program in any grade through Grade 12.

Section 5.D: **Allowable Student Fees:** The School further agrees that it shall not charge fees except for those fees normally charged by other public schools.

Section 5.E: **Annual Budget:** The School shall provide the Sponsor with annual preliminary and official budgets in the format prescribed by the Sponsor. The budgets must include a revenue projection sheet, a detailed budget worksheet, and a summary budget.

Section 5.E.1: **Governing Board Approval Required:** Pursuant to Section 1002.33(9)(h), Florida Statutes, the School's Governing Board shall annually adopt and maintain an operating budget.

Section 5.E.2: **Date to Submit Budget to Sponsor:** During each year of this Charter, the tentative budget must be submitted to the School's Governing Board during the preceding school year. The official approved budget is to be submitted to the Sponsor by month-end March of the preceding school year.

Section 5.E.3: **Amended Budget:** In the event that the School's Governing Board approves an amended budget, a copy of the amended budget shall be provided to the Sponsor within ten (10) days of its approval by the School's Governing Board.

Section 5.F: **Financial Records, Reports and Monitoring:** The School shall utilize the standard state codification of accounts as contained in the most recent issue of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools" (the "Red Book") as a means of codifying all transactions pertaining to its operations.

Section 5.F.1: **Access to Financial Records:** Upon reasonable request, the SCHOOL will provide access to inspect and copy any and all financial records and supporting documentation including, but not limited to, the following items: monthly financial reports, cash receipts journals, cash disbursement journals, bank reconciliations, payroll records, general ledger account summaries and adjusting journal entries.

Section 5.F.2: **Fiscal Monitoring:** The parties agree that the Sponsor, upon ten (10) days notice, may request at any time and the School shall provide, documents, including releases, on the School's financial operations beyond the monthly reports required by this Charter. Such reports shall be in addition to those required elsewhere in this Charter and be signed and approved by the chair of the School's Governing Board or his or her designee.

Section 5.G: **Maintenance of Funds:** Federal, state, and local funds shall be maintained by the School according to existing federal and state mandates and practices including, without limitation, any FEFP Guidelines pursuant to 1011.62, Florida Statutes. Separate funds and bank accounts shall be maintained where required for federal funds and state and local funds.

Section 5.H: **Monthly Financial Reports:** Pursuant to Section 1002.33(5)(b)1b, Florida Statutes, the School shall provide monthly financial reports to the Sponsor in the format as prescribed by F.A.C. 6A-1.0081, to be delivered to the Sponsor no later than the 25th day of the following month. Section 1002.33(5)(c) and (d), Florida Statutes, require the SPONSOR to monitor the progress of the SCHOOL towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the SCHOOL. The SCHOOL shall provide a monthly financial statement to the SPONSOR. The monthly financial statement shall be in a form prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP) in the same manner as the School's annual financial reports, and presented along with the function/object dimensions prescribed in the Florida Department of Education publication titled *Financial and Program Cost Accounting and Reporting for Florida Schools*, the "Red Book." The monthly reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The monthly financial reports shall specifically include, but not be limited to, an accounting of all public funds received and an inventory of the School's

property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and 691-73.002, Florida Statutes, or successor statutes and rules. These monthly financial reports shall be cumulative. The statements shall have individual designations for each fund, including:

- Section 5.H.1: assets, liabilities, and fund balances for each fund type;
- Section 5.H.2: the original budget as approved by the School's Governing Board;
- Section 5.H.3: the current budget as approved by the School's Governing Board;
- Section 5.H.4: revenues and expenditures, year-to-date, vs. budget; and
- Section 5.H.5: budget to actual report.

Section 5.I: **Monthly Financial Data:** The School shall implement monthly reconciliation procedures of all bank accounts. A copy of each entire bank statement, detailed general ledger cash accounts and supporting documentation shall be available to the Sponsor for audit review, upon request. If the monthly financial records are missing data that can only be obtained from a review of the cancelled checks from the School's account, the Sponsor may request, and the School shall provide at the School's expense, those cancelled checks as requested by the Sponsor.

Section 5.I.1: **High Performing Schools:** the School shall provide a monthly financial statement to the Sponsor unless the School is designated as a high-performing charter school pursuant to Section 1002.331 Florida Statutes, in which case the high-performing charter school may provide a quarterly financial statement.

Section 5.J: **Quarterly Financial Reports:** The School shall provide quarterly financial reports to the Sponsor within thirty (30) days after the close of each quarter, which schedules shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with Generally Accepted Accounting Principles. For the purposes of this section, the quarterly reporting periods will be July/August/September; October/November/December; January/February/March; and April/May/June.

Section 5.K: **Quarterly Reports:** The School agrees to provide quarterly reports on school operations and student performances. The School agrees to utilize data within its annual progress report provided through its participation with the Sponsor pertaining to admissions, registration and student records.

Section 5.L: **Evidence of Start-Up Funding:** Except for instances in which an existing Charter is renewed, the School provide to the Sponsor evidence of sufficient funds for start-up costs no later than 90 days prior to the start of the initial school year to assure prompt payment of operating expenses associated with the opening of the School including, but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation costs, etc., for the beginning of the initial school year.

Section 5.M: **Annual and Monthly Property Inventories:** The School's monthly financial reports submitted to the Sponsor shall include a cumulative listing of all property valued over \$1,000 purchased with public funds (i.e., FEFP, grant, and any other public-generated funds). The School shall provide a subsidiary ledger of property purchased with public funds to the Sponsor on a monthly basis. If designated as a high performing school, such reports shall be submitted quarterly. A cumulative listing of all property valued at more than \$1,000 purchased with private funds will be submitted to the Sponsor by the School annually along with the annual audited financial statements. These lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.

Section 5.N: **Program Cost Report:** The School shall deliver to the Sponsor the School's Annual Program Cost Report for Charter Schools in the format as prescribed by the Florida Department of Education no later than August 15th of each year.

Section 5.O: **Annual Financial Audit:** At the School's sole expense, an annual audit of the School shall be conducted by a qualified, independent certified public accountant licensed to practice public accounting in the State of Florida and selected pursuant to the provisions and through the process of Section 218.391, Florida Statutes, and approved by the School's governing board, which approval shall not be unreasonably withheld, and shall be paid for by the School. The annual audits shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. The annual audit shall be conducted in a manner similar to that required of the Sponsor's school district by Section 218.39, Florida Statutes, in compliance with federal, state and school district regulations showing all revenues received from all sources and all direct expenditures for services rendered and shall be provided to the Sponsor's Charter Schools Support Office by no later than September 30th of each year of the term of this Charter. The School's independently audited financial statements shall be included in this annual audit report. The annual audit reports shall be a complete presentation in accordance with generally accepted accounting principles including Management, Discussion and Analysis ("MD&A"). MD&A may be omitted from the audit with the consent of the Sponsor. The School shall ensure that the annual audit reports are in compliance with Chapters 10.800 and 10.850, Rules of the Auditor General, as applicable. The independent financial auditor shall report on the expenditure of the categorical funds. The School must comply with all provisions related to the submission of its audit report to the Auditor General including the response/rebuttal and corrective actions.

Section 5.O.1: **Annual Financial Audit: Distribution of Copies:** The findings shall first be reported by the auditor to the principal or administrator of the School and all persons serving on the School's Governing Board during an exit interview conducted within seven (7) days of the conclusion of the audit. Within fourteen (14) days of the exit interview, the auditor shall provide a final report to the School's entire Governing Board, the Sponsor, and the Florida Department of Education. If the audited financial statements reflect a deficit financial position, the auditor is required to notify the School's Governing Board, the Sponsor, and the Department of Education of such circumstances. The School shall ensure timely submission of its annual audit report to the Auditor General, pursuant to Section 218.39(1) and (8), Florida Statutes.

Section 5.O.2: **Additional Audits Required by Sponsor:** The Sponsor reserves the right to perform additional audits at Sponsor's expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary and appropriate pursuant to Section 1002.33(5)(b), Florida Statutes. The Sponsor has the right to review upon request all documentation pertaining to children with disabilities at the School.

Section 5.O.3: **Audited Financial Statements:** During each year of the term of this Charter, the School agrees to provide the Sponsor with the School's audited financial statements for the year ending June 30. The audited financial statements shall be prepared in the format required by Governmental Accounting Standards Board Statement No. 34 Basic Financial Statements and Management's Discussion & Analysis for State and Local Governments and presented in the Sponsor's Comprehensive Annual Financial Report (CAFR). The CAFR format should be provided no later than September 30th of each year. The annual audited financial reports shall include a complete set of financial statements, management's discussion & analysis, and notes thereto prepared in accordance with Generally Accepted Accounting Principles accepted in the United States of America and a management letter resulting from the financial statement audit. The audited financial statements and related management letter shall be provided no later than September 30 of each year. Municipal charters shall submit the annual audits no later than December 31 of each year.

Section 5.O.4: **Unaudited Annual Financial Reports:** The School agrees to complete Florida Department of Education Form ESE 145 using its unaudited financial statements for the year ending June 30th of each year of the term of this Charter. Form ESE 145 shall be provided to the Sponsor no later than August 15th of each year.

Section 5.P: **School's Fiscal Year:** The School's fiscal year shall be the same as that of the Sponsor during the term of this Charter and shall commence on July 1 and conclude on June 30.

Section 5.R: **State of Financial Emergency:** Financial audits that reveal a state of financial emergency as defined in Section 218.503, Florida Statutes, and are conducted by a certified public accountant or auditor in accordance with Section 218.39, Florida Statutes, shall be provided to the Governing Body of the School within seven (7) working days after finding that a state of financial emergency exists. The School shall comply with the requirements of Section 218.501, Florida Statutes, regarding fiscal responsibility. The School's auditor shall report such findings in the form of an exit interview to the Chief Administrator/Principal of the School, and the Chair of the Governing Board, the Sponsor's Office of the Chief Auditor, and the Sponsor's Charter Schools Management/Support Department within seven (7) working days after finding the state of financial emergency or deficit position. Pursuant to Section 1002.33(7)(a)10, Florida Statutes, the final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) working days after the exit interview.

Section 5.R.1: **Financial Recovery Plans:** If the School is found to be in a state of financial emergency by a certified public accountant or auditor, the School must file a

detailed Financial Recovery Plan with the Sponsor within thirty (30) days after receipt of the audit. Failure to timely submit a Financial Recovery Plan following a finding of financial emergency constitutes good cause to terminate this Charter. The Financial Recovery Plan submitted by the School to the Sponsor in response to a finding of financial emergency pursuant to Section 218.503, Florida Statutes, must address the specific audit findings and must also show how the School will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan. Each financial recovery plan will be prepared in accordance with guidelines established by the Florida Department of Education and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The Financial Recovery Plan must specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the School to correct the condition(s) that caused the School to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate supporting documentation. The Financial Recovery Plan will be subject to review and oversight. The Commissioner of Education may require and approve a Financial Recovery Plan pursuant to Section 218.503, Florida Statutes. In such instances, the School's Governing Board shall be responsible for implementing any Financial Recovery Plan. In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to Section 218.503, Florida Statutes, the School shall provide periodic financial reports to the School's governing board and the Sponsor in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. Failure to provide such periodic progress reports may constitute good cause for termination of this Charter. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Financial Recovery Plan within one (1) year or if the School exhibits one (1) or more financial emergency conditions for two (2) consecutive years. If any Financial Recovery Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor.

Section 5.S: **Deteriorating Financial Condition:** In the event the School is identified as having a deteriorating financial condition as defined by Section 1002.345, Florida Statutes, the Sponsor shall conduct an expedited review of the School and the School and the Sponsor shall develop and file a Corrective Action Plan with the Florida Commissioner of Education in accordance with Section 1002.345, Florida Statutes.

Section 5.S.1: **Corrective Action Plans:** The Governing Body of the School shall be responsible for performing the duties in Section 1002.345, Florida Statutes, including implementation of a Corrective Action Plan. ("CAP"). The School and Sponsor shall work collaboratively to develop a CAP in accordance with Section 1002.345, Florida Statutes, and Section 6A-1.0081, F.A.C. If the School and Sponsor cannot agree on a CAP, then each will submit their own proposed CAP to the Commissioner of Education. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Corrective Action Plan within one (1) year. The School and Sponsor's Financial Recovery Committee will conduct meetings on an as needed basis as determined by the Sponsor to monitor progress upon any Corrective Action Plan.

Section 5.T: **Financial Management of School:** The School shall conduct fiscal management of the charter school's operations in accordance with the School's governing laws and rules, the provisions of this Charter, and all applicable federal, state and local policies.

Section 5.U: **Description of Internal Audit Procedures:** The School shall implement the internal audit procedures described in the School's governing laws and rules, the provisions of this Charter, and all applicable Sections of the School's approved Application (**Appendix 1**).

Section 5.V: **Other Government Reports:** The School shall provide the Sponsor with copies of all reports required to be filed with the Government of the United States and the State of Florida no later than one month after the due dates for such reports. Such reports shall include, but are not limited to, all payroll tax returns and any required filing related to the School's nonprofit status.

ARTICLE 6: FACILITIES

Section 6.A: **Facility Notification and Inspection:** The School shall comply with the provisions of this section governing facility notification and inspection.

Section 6.A.1: **Facility Location:** The School will located at: 7595 NW 61st Street, Tamarac, Florida 33321. In the alternative, the School may submit a written request to Sponsor no less than sixty (60) days before the initial opening day of classes to elect to use Year One (1) of this Charter as a planning year provided that the School has not already utilized a planning year subsequent to the approval of its application.

Section 6.A.2: **District Inspection of Facility:** The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. The Sponsor shall conduct annual site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include, without limitation: the Department of Children and Family Services to do inspections of the kitchens and related spaces; the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections at least ten (10) days prior to the first day of each year of operation.

Section 6.B: **Compliance with Building and Zoning Requirements:** The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including the IDEA, the ADA, and Section 504 of the Rehabilitation Act. The School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies shall be provided to the Sponsor.

Section 6.B.1: **Florida Building Code:** The School agrees to use facilities that comply with the Florida Building Code pursuant to Section 1013.37, Florida

Statutes, or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, except for the State Requirements for Educational Facilities (SREF).

Section 6.B.2: **Florida Fire Prevention Code:** The School agrees to use facilities that comply with the state minimum fire protection codes pursuant to Section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located, including reference documents, applicable state and federal laws and rules.

Section 6.B.3: **Capacity of Facility:** At no time will the enrollment exceed the number of students approved in this Charter, the School's Application (**Appendix 1**) or permitted by zoning capacity and all applicable laws and regulations. The School shall not be entitled to monthly payments for students in excess of the School's enrollment capacity and the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use or Fire Permit (whichever is less). Payments may be withheld if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid. In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

Section 6.C: **Location:** The School agrees to provide the Sponsor with documentation regarding the School's property interest (owner or lessor) in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of a signed lease before the initial opening day of class. For leased properties, the School shall obtain from the landlord, and provide to the Sponsor, an affidavit indicating the method by which the landlord is complying with the requirements of Section 196.1983, Florida Statutes, regarding charter school exemption from *ad valorem* taxes. Lessor and Lessee shall provide the Sponsor with a disclosure affidavit in accordance with Section 286.23, Florida Statutes.

Section 6.C.1: **Temporary Facility:** The School may only use a temporary facility when the facilities approved within this agreement are temporarily not suitable for student use under all applicable laws, ordinances, and codes of federal, state, and local governance, including an appropriate certificate of occupancy. Approved use of a temporary facility for a period of more than sixty calendar (60) days will require the amendment of this Charter by the parties.

Section 6.C.2: **Relocation:** The School shall notify the Sponsor no less than ninety (90) days prior to any relocation. Any such relocation must be mutually agreed upon by both parties through the amendment of this Charter.

Section 6.C.3: **Additional Campuses:** The development by the School of additional campuses shall not be permitted under this Agreement. In the event that the School desires to construct and develop any additional campuses, the School shall be required to apply for and obtain a separate charter from Sponsor for each such new campus.

Section 6.C.4: **Shared Use of a Facility with Other Entities:** The School shall disclose to the Sponsor the identity of any entity with whom it will share the facility or space or share any temporary facility during the term of this Charter. The School shall disclose the names of the co-located entities to the parents of all students enrolled in the school annually in writing and will place the names of the other entities on its state mandated website.

Section 6.D: **Prohibition to Affix Religious or Partisan Political Symbols, Statues, Artifacts on or About the Facility:** The School agrees not to affix any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

Section 6.E: **Specific Requirements for Conversion Charter Schools or Schools Using a District-Owned Facility:** This Section is not applicable to this Charter.

Section 6.F: **Additions, Changes & Renovations:** The School must provide notice to the Sponsor of any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and [if applicable] written approval obtained from the Broward County Traffic Engineering Department as to traffic control and pedestrian travel associated with said facilities. A “material addition, change or renovation” is defined as any improvement to real property that alters the square footage of the educational facility.

Section 6.G: **Disaster Preparedness Plan:** The School shall adopt the Sponsor’s Disaster Preparedness Plan or submit the School’s plan to the Sponsor for approval.

ARTICLE 7: TRANSPORTATION

Section 7.A: **Provision of Transportation by the School:** Transportation is the responsibility of the School and must be provided according to the district, state, and federal rules and regulations. The School agrees to provide for transportation of the School’s students consistent with the requirements of Chapter 1006 and Section 1002.33(20)(c), Florida Statutes, and any other rules or statutes pertaining to transportation provided to or by charter schools. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School’s students. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. The School shall provide transportation for students with disabilities enrolled in the School. The rate of reimbursement to the School by the Sponsor for transportation will be equivalent to the reimbursement rate provided by the State of Florida for all eligible transported students.

Section 7.B: **Cooperation between Sponsor and School:** The School agrees that transportation shall not be a barrier to equal access for any student in the attendance zone established by the Sponsor from time to time residing within a reasonable distance of the School as determined by the School's transportation plan. The School may contract with the Sponsor for student transportation services or with a Sponsor-approved private transportation firm. If the School contracts with a Sponsor-approved private transportation firm, the School will provide the Sponsor the name of such firm as part of the School's final transportation plan.

Section 7.C: **Reasonable Distance:** The School shall be responsible for transporting all students in a non-discriminatory manner to and from the School who reside two or more miles from the School and are within a reasonable distance of the School, or who otherwise are entitled to transportation by law. The term "reasonable distance" shall be defined in accordance with Chapters 1000 through 1013, Florida Statutes, as amended from time to time and the standards and guidelines provided by the State Department of Education.

Section 7.D: **Transportation Safety Compliance:** The School shall demonstrate compliance with all applicable transportation safety requirements. Unless it contracts with the Sponsor for the provision of student transportation, the School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications. The School agrees to monitor the status of the commercial drivers licenses of each school bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, via the Transportation Department, with a copy to the Charter Schools Management/Support Department, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates.

Section 7.E: **Failure to Comply:** Failure to comply with any local, state or federal rule or regulation concerning school transportation shall constitute good cause for termination of this Charter School Agreement. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by the Sponsor as a result of the School's non-compliance. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible, provided that the Sponsor, having received notice from the State of such inaccuracy, has sent notice to the School of alleged errors discovered through such audit(s) so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Such adjustments shall not exceed the fiscal year.

ARTICLE 8: INSURANCE & INDEMNIFICATION

Section 8.A: **Indemnification of Sponsor by School:** Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the School agrees to indemnify and hold harmless the Sponsor, its

members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.A.1: the negligence, intentional wrongful act, misconduct or culpability of the School or of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.A.2: the School's material breach of this Charter or applicable federal or state law;

Section 8.A.3: any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;

Section 8.A.4: any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections;

Section 8.A.5: the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf;

Section 8.A.6: any professional errors or omissions, or claims of errors or omissions, by the School employees, agents, or by the School's governing board; or

Section 8.A.7: any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School.

Section 8.A.8: any penalties incurred by the Sponsor as a result of the School's noncompliance with Article 7 or reimbursements to the State arising as a result of any errors or omissions in data relevant to FTE funding for which the School is responsible;

Section 8.A.9: However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors and suppliers.

Section 8.B: **Defense of Claims against the Sponsor:** The School agrees to defend any and all such action using competent counsel, selected by the School, subject to Sponsor's approval, which shall not be unreasonably withheld.

Section 8.C: **Indemnity for Professional Liability:** The School's duty to indemnify the Sponsor for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, non-renewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination. The School's Errors and Omissions limitation on post-termination claims of professional liability shall not impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

Section 8.D: **Indemnity for Certain Specified Claims:** The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School, any failure of School to comply with provisions of the Individuals with Disabilities Education Act (IDEA), including failure to provide a Free Appropriate Public Education (FAPE) to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the state's public records or open meetings laws.

Section 8.E: **Indemnification of School by Sponsor:** Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the Sponsor agrees to indemnify, defend and hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.E.1: the negligence, intentional wrongful act, misconduct or culpability of the Sponsor or of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.E.2: the Sponsor's material breach of this Charter or applicable federal or state law;

Section 8.E.3: any failure by the Sponsor to pay its suppliers or any subcontractors;

Section 8.E.4: the failure of the Sponsor's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the Sponsor shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School, the School's governing board members, officers, employees, subcontractors or others acting on the School's behalf; or

Section 8.E.5: any professional errors or omissions, or claims of errors or omissions, by the Sponsor's employees, agents, or School Board Members.

Section 8.F: **Defense of Claims against the School:** The Sponsor agrees to defend any and all such action using competent counsel, selected by the Sponsor, subject to School's approval, which shall not be unreasonably withheld.

Section 8.G: **Notice of Claims:** The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this Charter (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.

Section 8.H: **Sovereign Immunity:** Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes. Nothing herein shall be deemed to be a waiver of rights or limits to liability existing under Section 768.28, Florida Statutes.

Section 8.I: **Acceptable Insurers:** Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements:

Section 8.I.1: Be authorized by certificates of authority from the Department of Insurance of the State of Florida, an eligible surplus lines insurer under Florida Statutes, or be an authorized insurance trust as approved by the Florida Office of Insurance Regulation with acceptable financials as defined in Section 163.01, Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, within the last thirty (30) days of certificate issuance; and

Section 8.I.2: If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) days of cancellation or lapse of coverage.

Section 8.J: **Commercial and General Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements:

Section 8.J.1: **Liabilities Covered:** The School's Commercial General Liability Insurance shall cover the School for those sources of liability (including, but not limited to, coverage for Premises Operations, Products/Completed Operations, Contractors, and Contractual Liability) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

Section 8.J.2: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) annual aggregate.

Section 8.J.3: **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention unless the School is governed by a municipality. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention of One Thousand dollars (\$1,000) per occurrence. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's). The municipality governing this school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations.

Section 8.J.4: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain without interruption the Liability Insurance until four (4) years after termination of this Charter.

Section 8.J.5: **Additional Insureds:** The School shall include the Sponsor and its members, officers, employees and agents as "Additional Insureds" on the required Liability Insurance. The coverage afforded for such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insureds using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as Additional Insureds (ISO Form CG 20 10)".

Section 8.K: **Automobile Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements:

Section 8.K.1: **Liabilities covered:** The School's insurance shall cover the School for Automobile Liability which would be no less restrictive than the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 001), which includes coverage for Contractual Liability, as filed for Sponsor in the State of Florida by the Insurance Services Office. Coverage shall be included on all Owned, Non-Owned and Hired automobiles, buses

and other vehicles used in connection with this Charter. In the event the School does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the School indicating the following:

The School does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, the School agrees to provide proof of "Owned Auto" coverage effective date of acquisition.

If School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing the School will be responsible for any outstanding deductibles/SIR if the school is unable to meet its financial obligations.

Section 8.K.2: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Charter.

Section 8.K.3: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Three Million Dollars (\$3,000,000) annual aggregate.

Section 8.K.4: **Coverage Form:** Such coverage shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01.

Section 8.L: **Workers Compensation/Employer's Liability:** The School shall, at its sole expense, provide, maintain and keep in force Workers' Compensation and Employer's Liability Insurance which shall conform to the following requirements:

Section 8.L.1: **Coverages:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal and state law.

Section 8.L.2: **Minimum Limits:** Subject to the restrictions found in the standard Workers Compensation Policy, there shall be no maximum limit on the amount of coverage for statutory liability imposed by the Florida Workers' Compensation Act or any coverage customarily insured under Part One of the Standards Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two – Employer's Liability of the Standard Workers' Compensation Policy (inclusive of any amounts

provided by any umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Two Million Dollars (\$2,000,000) annual aggregate. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing this school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations. Otherwise, coverage is required to be first dollar with no deductible. In the event that the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Workers' Compensation coverage. In addition, we will require a signed Workers Compensation affidavit by the School.

Section 8.M: **School Leader's Errors and Omissions Insurance**: Subject to reasonable commercial availability, the School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

Section 8.M.1: **Form of Coverage**: The School Leader's Errors and Omissions Liability Insurance maintained by the School shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors & Omissions Insurance for claims arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.

Section 8.M.2: **Coverage Limits**: The insurance shall be subject to a maximum deductible not to exceed twenty-five thousand dollars (\$25,000) per claim and the School shall be held responsible for any loss payments within the deductible. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per claim/annual aggregate.

Section 8.M.3: **Occurrence/Claims**: Subject to reasonable commercial availability, coverage shall be on a claims made basis, the School shall maintain, without interruption, the Errors and Omissions Insurance until four (4) years after termination or non-renewal of this Contract.

Section 8.N: **Employees Dishonesty/Crime Insurance or Fidelity Bond**: The School shall purchase Employees Dishonesty /Crime Insurance for all governing board members and employees including Faithful Performance coverage for the School's administrators/principal and governing board with an insurance carrier authorized to do business in the State of Florida and shall be in the amount of no less than One Million Dollars (\$1,000,000) per occurrence/claim. In lieu of Employee Dishonesty /Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

Section 8.O: **Property Insurance**: The School agrees to obtain and maintain hazard insurance coverage for its own buildings and contents and agrees to provide proof of such insurance and its renewals to the Sponsor. The School agrees to insure any real property that it

owns or leases at replacement cost coverage based on current total insured values. School's property insurance must include Hurricane and Windstorm coverage for real property. The deductible shall not be greater than five percent (5%) of the Total Insured Value (TIV). If the School is governed by a municipality, the Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the SPONSOR receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR.

Section 8.P: **Applicable to Other Coverages:** The following provisions are applicable to all insurance coverages required under this Charter:

Section 8.P.1: **Other Coverages:** The insurance required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by the Sponsor and indicated on such Certificate of Insurance. Any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.

Section 8.P.2: **Deductibles/Retention:** Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing this charter school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations.

Section 8.P.3: **Liability and Remedies:** Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

Section 8.P.4: **Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors. However, the Sponsor will rely on the School to monitor and notify its subcontractors and their sub-subcontractors to confirm coverage is in force for the duration of the subcontractor/sub-subcontractor contract and have certificates of insurance on file to provide historical documentation should a claim occur that has not yet been reported to the School.

Section 8.P.5: **Provision for Cure:** The School shall cure any non-compliance with this Article 8 of the Charter within ninety (90) days of the School's receipt from the Sponsor of written notice of the non-compliance.

Section 8.P.6: **Default upon Non-Compliance:** The School shall be in default of this Charter should it fail to procure, maintain and keep in effect the insurance coverages required by this Charter. Lapse of insurance coverage as described in this Charter will be considered good cause for recommendation of termination of this Charter.

Section 8.P.7: **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

Section 8.P.8: **Combined Services Coverage:** Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Insurance and Benefits Department.

Section 8.P.9: **Default upon Non-Compliance:** The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter.

Section 8.P.10: **Changes in Insurance Coverage:** The School must notify Sponsor of any contemplated material changes in insurance coverage.

Section 8.Q: **Evidence of Insurance:** Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. The School shall provide evidence of such insurance in the following manner:

Section 8.Q.1: **Time to Submit:** The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing the coverages. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated. Evidence of insurance shall be provided by the School to the Sponsor before the initial opening day of classes. The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance, signed by an authorized representative of the insurer(s) providing the coverage, four (4) weeks prior to the initial opening day of classes for each school year. The certificates shall name the Sponsor as an Additional Insured if required by specific provisions of this contract addressing that form of insurance.

Section 8.Q.2: **Notice of Cancellation:** Each certificate of insurance shall contain a provision for written notification to the Sponsor in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form; or should older ISO versions be available provide a minimum of 30-days notice of material changes or cancellation to Sponsor.

Section 8.Q.3: **Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with

evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 8.Q.4: **Pre-Charter Submission of Evidence:** Notwithstanding any other provision contained herein, the School may submit evidence of insurance prior to approval of this charter substantially similar to the insurance provisions set forth in this section and subject to Sponsor's approval.

ARTICLE 9: GOVERNANCE

Section 9.A: **Public or Private Employer:** Pursuant to Section 1002.33(12)(i), Florida Statutes, the School is operating as a private employer. The employees have contracted their services directly to the School or its governing body or through an education services provider ("ESP") company, and as such, are not public employees.

Section 9.B: **Governing Board Responsibilities:** The School's governing body shall be made up of its Governing Board. The Governing Board of the School shall be responsible for all fiduciary, legal and regulatory compliance issues and shall perform all duties set forth in the School's Approved Application (**Appendix 1**) and the following duties and responsibilities:

Section 9.B.1: annually adopt and maintain an operating budget and submit its approved budget to the Sponsor by July 1 of each year along with a copy of the minutes of the meeting showing approval of the budget by the Governing Board;

Section 9.B.2: retain the services of a certified public accountant or auditor for the annual financial audit, who shall submit the report to the Governing Board;

Section 9.B.3: review and approve the audit report, including audit findings and recommendations for the financial recovery plan;

Section 9.B.4: monitor a financial recovery plan in order to ensure compliance, if applicable;

Section 9.B.5: establish, define, refine and oversee the School's educational philosophy, operational policies and procedures, academic accountability procedures, and financial accountability procedures and ensure that the School's student performance standards are met or exceeded;

Section 9.B.6: exercise continuing oversight of the School's operations;

Section 9.B.7: report its progress annually to the Sponsor, which shall forward the report to the Commissioner of Education at the same time as other school accountability reports, in accordance with Section 1002.33(9)(k), Florida Statutes;

Section 9.B.8: participate in governance training approved by the Department of Education that must include government in the sunshine, conflicts of interest, ethics, and financial responsibility;

Section 9.B.9: make full disclosure of the identity of all relatives employed by the School in accordance with Section 1002.33(7)(a)18, Florida Statutes;

Section 9.B.10: adopt policies establishing standards of ethical conduct for instructional personnel and School administrator in accordance with Section 1002.33(12)(g)3, Florida Statutes;

Section 9.B.11: make all required financial disclosure if the school is operated by a municipal corporation or other public entity under Section 112.3144, Florida Statutes;

Section 9.B.12: comply with the standards of conduct set out in Sections 112.313(2), (3), (7), and (12), and 112.3143(3), Florida Statutes;

Section 9.B.13: avoid all conflict of interest, including, but not limited to, being employed by, owning, or serving on the board of directors of any entity which contracts with the School;

Section 9.B.14: demonstrate financial competence and adequate professional experience;

Section 9.B.15: recommend student expulsions to the Sponsor;

Section 9.B.16: determine in conformance with law and the terms of this Charter the rules, and regulations needed for the effective operation and general improvement of the School;

Section 9.B.17: be held accountable to the School's students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in Florida's charter school laws;

Section 9.B.18: be responsible for the over-all policy decision making of the School, in consultations with the School's staff, including the approval of the curriculum and the annual budget;

Section 9.B.19: serve as the fiscal agent for the School and be involved from the School's inception in all policy matters pursuant to the provisions of the corporation's bylaws; and

Section 9.B.20: comply with State Board Rule 6A-6.0784, Florida Administrative Code, relating to Governance Training and fulfill all applicable Governance Training requirements.

Section 9.B.21: appoint a representative (liaison) to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Liaison information shall be kept current at all times, and necessary changes shall be reported to the Sponsor immediately.

Section 9.C: **Public Records:** The School will comply with Section 1002.33(16)(b)2, Florida Statutes, relating to public records. The public shall be provided reasonable access to the School's records in accordance with the provisions of this Charter and Section 119.07, Florida Statutes.

Section 9.D: **Reasonable Access to Records by Sponsor:** The School agrees to allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law. Failure to provide such access will constitute a material breach of this Charter and good cause for its termination.

Section 9.E: **The Sunshine Law:** To ensure that parents/guardians will have ready access to the governance of the School, meetings of the Governing Board will be open to the public in accordance with Section 286.011, Florida Statutes, unless confidentiality is required by law. The Governing Board will provide reasonable public notice of the date, time, and place of its meetings and will maintain at the School's site detailed minutes of its meetings, which shall be regularly scheduled. Such meetings will be open to the public, and the minutes shall be available for public review. The School's Governing Board will publish a calendar on its website that contains a schedule of all Governing Board meetings for the school year, including the date and time of the meetings and the locations. The School agrees to hold meetings of its Governing Board within Broward County, Florida at least once a semester during the school year. The School shall provide the parents in writing, the process for placing an item on the agenda for the meetings of the School's Governing Board. A signed copy of the minutes will be on file at the School's site for review and a copy will be forwarded to the Sponsor.

Section 9.F: **Reasonable Notice to Sponsor of Governing Board Meetings:** The Governing Board will provide the Sponsor with reasonable notice of the date, time, and place of its meetings. The School will provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings of its Governing Board, to the extent practical. The School will provide the Sponsor with draft minutes of each meeting of The Schools Governing Board within ten (10) days of each such meeting and a final copy of the minutes of each meeting within ten (10) days after approval of such minutes by the Governing Board.

Section 9.G: **Identification of Governing Board Members:** The selection of the School's Governing Board Members and officers shall be as set forth in the School's approved Application (**Appendix 1**) or in School's by-laws if such are adopted subsequent to the submission of **Appendix 1**. The School's Governing Board will include local representatives, which may include parents/guardians and professionals qualified to support the educational and moral development of the School's students. No employee of the School, employee of one of the School's education services provider (ESP) companies, or family member of an employee of one

of the School's ESP companies may serve as a Member of the School's Governing Board. The Governing Board cannot delegate its responsibility to the Sponsor to any other agency, education services provider ("ESP") company or other contracted service provider. The School shall provide the parents in writing the names of the members of the School's Governing Board and a means by which they may be contacted.

Section 9.H: **Changes in Governing Board:** The names of the Governing Board Members and the School's Chief Administrator/Principal must be held current at all times and the Sponsor shall be notified immediately of any changes. The procedures for the replacement of Governing Board Members shall be set forth in the Governing Board's By-Laws. The replacement of the initial Governing Board Members must be done in staggered terms to ensure continuity in leadership and oversight. Members of the School's organizing group not serving on the School's Governing Board are not allowed to vote for Governing Board Members or approve changes to the School's Articles or By-Laws.

Section 9.I: **Background Screening of Governing Board Members and Chief Administrator:** Members of the Governing Board of the School and its Chief Administrator shall also be fingerprinted at their cost in a manner similar to that provided in Section 1012.32, Florida Statutes, within ten (10) days of their appointment and, if initial members of the Governing Board, prior to approval of this Charter. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. All fees associated with the retention of fingerprints are the sole responsibility of the School. The School agrees that new Governing Board Members and its Chief Administrator shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential Governing Board Members or Chief Administrators of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to appoint Governing Board Members or Chief Administrators whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person to serve on its Governing Board or as its Chief Administrator who has been convicted of a felony crime or moral turpitude.

Section 9.J: **Non-Profit Organization:** As stated in the School's Application (**Appendix 1**) and as required by Section 1002.33(12)(i), Florida Statutes, the School has been organized as a Florida non-profit organization, and shall maintain status as a Section 501(c)3 status under the Internal Revenue Code. Voting shall control the non-profit organization, and only the School's Governing Board shall vote. The School shall at all times operate as a non-profit corporation and shall annually provide proof to the Sponsor of the School's status as a non-profit organization. Such status shall not be permitted to lapse, be revoked or terminate. Failure to comply with this section will constitute a material violation of the Charter and good cause for its termination by the Sponsor.

Section 9.K: **Compliance with Applicable Ethical Requirements:** To the extent applicable, the officers and directors of the School will comply with Part III, Section 112,

Florida Statutes (the Code of Ethics for Public Officers and Employees). The Sponsor shall be provided copies of any financial disclosure forms filed by the School's officers and directors. Members of the School's Governing Board cannot be employees of the School. Members of the School's Governing Board shall not receive financial benefit from the School's operations including, without limitation, the receipt of any grant funds. A violation of this provision shall constitute a material breach of the Charter. All members of the School's Governing Board shall comply with Sections 112.313(2), (3), (7) and (12), and 112.3143, Florida Statutes, and other applicable portion of the Code of Ethics for Public Officers and Employees. The Governing Board Chair shall annually provide to the District a statement confirming that:

Section 9.K.1: No member of the School's Governing Board, acting in his/her private capacity, has sold services directly or indirectly to the School;

Section 9.K.2: No spouse, parent, child, stepchild, sibling, or employee of any Board Member serves as a member of the School's Governing Board;

Section 9.K.3: No member of the School's Governing Board is an employee of the School or of the education services provider ("ESP") company operating the School; and

Section 9.K.4: No member of the School's Governing Board has received compensation, directly or indirectly from the School's operations.

Section 9.K.5: A violation of any of the foregoing provisions shall constitute a material breach of this Charter and good cause for its termination.

Section 9.L: **Bonding of School Personnel:** The officers, directors, and employees of the School who have the authority to receive and expend funds on behalf of the School shall be bonded to the same degree as officers and employees of the Sponsor. All bonds shall run to the School, the not-for-profit organization, and the Sponsor and shall be on file for inspection at all times.

Section 9.M: **School's Chief Administrator/Principal:** The duties of the School's Chief Administrator/Principal shall be as set forth in the School's approved Application (**Appendix 1.**) The teachers, support, and contractual staff of the School will be directly supervised by the Principal or other on-site administrator.

Section 9.N: **Notification of Proper Authorities:** If after adopting the budget, a Member of the Governing Board in his/her obligated diligence believes that any other member of the Governing Board or any vendor, vendor's employee, education service provider ("ESP") company, or ESP company agent or employee is directly responsible or wrongfully advises the members of the Governing Board to expend monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, that Governing Board Member should immediately notify the Sponsor, the Florida Department of Education, and if deemed proper, the Attorney General, or any other proper authority.

Section 9.O: **Volunteer Advisory Committee:** The School shall have a Charter School Advisory Committee whose selection and duties shall be as set forth in the School's approved Application (**Appendix 1**).

ARTICLE 10: EDUCATION SERVICES PROVIDERS

Section 10.A: **Education Services Provider Agreement:** An educational services provider (ESP) is an individual or organization that provides services to a charter school for which it receives compensation in excess of five percent (5%) of the charter school's FEFP operational revenue. For the purposes of this provision, "FEFP operational revenue" is defined as the General Fund revenue for operations received from the State of Florida based on FTE, including categorical revenues for such matters including, without limitation, instructional materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes. ESPs may be non-profit or for-profit entities. If any ESP company will be managing the School's operations, the contract between the ESP company and the School shall be submitted to the Sponsor within five (5) business days of execution of the ESP contract. In accordance with the responsibility of the School, contracts with management companies shall not usurp the authority of the School's Governing Board. The Sponsor will look to the Governing Board directly for accountability. The School will submit written documentation demonstrating due diligence in the selection process of any ESP prior to entering into a contract after the date of this Charter and must demonstrate a performance-based "arms-length" relationship between the School and any ESP. The contract between the School and the ESP company shall allow the School's governing board the ability to terminate the contract with the ESP company. Any contract between the School and an ESP company shall require that the ESP company operate the School in accordance with the terms specified in this Charter and with all applicable laws, ordinances, rules and regulations. Any default or breach of the terms of this Charter by the ESP company shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

Section 10.B: **ESP Company Added After Charter:** If the School desires to contract with an ESP company subsequent to the execution of this Charter, the proposed contract between the ESP company and the School shall be submitted to the Sponsor for review prior to its execution by the School and any finalized ESP contract shall be provided by the School to the Sponsor within five (5) business days of its execution.

Section 10.C: **Amendments:** A copy of any amended ESP services agreement shall be provided to the Sponsor within five (5) days of its execution.

Section 10.D: **ESP Contract Amendments that Result in Material Change to Charter:** Any proposed amendment within an ESP contract that would necessitate a material change to this Charter shall require a prior modification of this Charter.

Section 10.E: **Change of ESP Provider:** Unless exigent circumstances exist, the School shall give the Sponsor not less than thirty (30) days notice prior to the termination of any ESP contract. In the event of an immediate termination of an ESP contract, the School will provide immediate notice to Sponsor of its decision. The change of an ESP provider shall require the approval of such change by the parties through a modification of this Charter, which modification shall not be unreasonably withheld or delayed.

ARTICLE 11: HUMAN RESOURCES

Section 11.A: **Hiring Practices:** The Parties to this Charter agree that the School shall select its own employees. The School agrees to implement the practices and procedures for hiring and dismissal, policies governing salaries, contracts, and benefit packages, and targeted staff size, staffing plan, and projected student-teacher ratio as described in the School's Application (**Appendix 1**). Criteria developed by the School for hiring administrative and support staff shall be in accordance with their educational and/or experiential backgrounds that correspond to the job responsibilities they will be expected to perform. The School must use thorough, consistent, and even-handed termination procedures. The School's governing board will determine salaries, benefits, and Position/Title classification, provided that the School's governing board may establish any additional positions it deems necessary.

Section 11.A.1: **Eligibility of Instructional Staff:** The School agrees to verify that applicants for instructional positions which require certification either hold or are eligible for an educational certificate prior to an offer of hire.

Section 11.B: **Reporting Staffing Changes:** The School agrees to provide written notice to Sponsor using the Sponsor's designated form within fourteen (14) calendar days of any new hires, leaves of absence, transfers and terminations. The School shall ensure the Total Educational Resources Management System (TERMS) data is updated upon the termination or hire of instructional staff and/or therapy service providers. The School shall also ensure course assignment changes are reflected as current in TERMS for all instructional staff. Teaching assignments for new hires must match the state course code directory numbers and teacher certification. The School will complete and submit all required personnel reports, including employee database surveys, in accordance with required due dates.

Section 11.C: **Non-Discriminatory Employment Practices:** The School shall be responsible for promoting diversity in its staff and agrees that its employment practices shall be nonsectarian and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes ("The Florida Education Equity Act").

Section 11.D: **Teacher Certification and Highly Qualified:** All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. If the School receives Title I funds, it will employ highly qualified staff. In compliance with those requirements, the School's teachers shall be certified and teaching infield and the School's support staff shall have attained at least two (2) years of college education or have passed an equivalent exam. The School may employ or contract with skilled selected non-certified

personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012 and as provided by State Board of Education rule for charter school governing boards; however, in order to comply with NCLB requirements, all teachers in core academic areas must be certified/qualified based on Florida Statutes and highly qualified as required by NCLB. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School within thirty (30) days of employment.

Section 11.D.1: **Remedy for Not Meeting Highly Qualified:** If the School fails to meet applicable requirements to employ certified and highly qualified staff, the School shall be responsible for reimbursement of any funding lost or other costs attributable as a result of the School's non-compliance.

Section 11.D.2: **General Knowledge Exam:** The School agrees to monitor and ensure all instructional staff that hold a temporary Florida certificate, who are required by the state to satisfy the General Knowledge Exam, in part or in full have satisfied the Exam requirement in accordance with the timelines established in Section 1012.56(2)(g)(7), Florida Statutes.

Section 11.E: **Fingerprinting and Background Screening:** The School shall, at the School's expense, require all employees to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes. Members of the governing board of the charter school shall also be fingerprinted in a manner similar to that provided in Section 1012.32, Florida Statutes. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. The School agrees that new applicants shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential employees of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to hire applicants whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person (whether employed directly by the School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who has been convicted of a felony crime or moral turpitude. All fees associated with the retention of fingerprints are the sole responsibility of the School.

Section 11.F: **Employment Practices:** The School's employment practices shall be in compliance with its Application (**Appendix 1**) and the requirements specified in sections 11.G through 11.R.2 inclusive.

Section 11.G: **Suspended or Revoked Certification or Licensure:** The School agrees not to knowingly employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

Section 11.H: **Resignation in Lieu of Disciplinary Action:** The School agrees not to knowingly employ an individual who has resigned in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.

Section 11.I: **Codes and Principles of Conduct:** The School agrees that its employees will be required to abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida.

Section 11.J: **Employee Handbook:** The School will adopt an employee handbook and provide a copy of the same (and any amendments thereto) to the Sponsor.

Section 11.K: **Collective Bargaining:** Pursuant to Section 1002.33(12)(b), Florida Statutes, if the School's employees are public employees, the School's employees shall have the option to bargain collectively and may collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the School.

Section 11.L: **Professional Group:** The School's instructional personnel may choose to be part of a professional group that subcontracts with the School to operate the instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the School's instructional personnel would not be public employees.

Section 11.M: **Payroll Services:** The School will provide payroll services for all of its employees.

Section 11.N: **Annual Employee Evaluations:** Each of the School's employees will be evaluated annually by the School.

Section 11.O: **Personnel Records:** The School shall maintain personnel files for all persons employed by the School. Such files shall be maintained by the School at a readily-accessible location in Broward County, Florida and shall be open to public inspection as provided by law. The School agrees to provide the Sponsor the names of all applicants for employment if requested.

Section 11.P: **Statutory Prohibitions and Restriction on Employment of Relatives:** The School's hiring practices shall at all times be in compliance with the requirements of Section 1002.33(12) and (24), Florida Statutes. Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in a exercise jurisdiction or control over the charter school and who is a relative of the

individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For the purposes of this section, the following definitions shall be used:

Section 11.P.1: **“Charter school personnel”** means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

Section 11.P.2: **“Relative”** means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

Section 11.R: **Training of Employees:** The School's teachers may participate in training conducted by the Sponsor and the Sponsor's teachers may participate in training conducted by the School.

Section 11.R.1: **Participation and Cost for Training Activities:** Training activities shall be made available by the Sponsor, to School's employees, on a space available basis and, the School shall pay all of the additional costs associated with the participation of the School's employees in such training activities at the same rates and reimbursement methodologies currently charged to the Sponsor for the participation of the Sponsor's employees. Training activities shall be made available by the School to Sponsor's employees on a space available basis and, except in instances of federally funded training, the Sponsor shall pay all of the additional costs associated with the participation of the Sponsor's employees in such training activities at the same rates and reimbursement methodologies currently charged to the School for the participation of the School's employees.

Section 11.R.2: **Participation in Federally Funded Training:** Training activities that are federally funded that are provided by the Sponsor shall be made available to School's employees on a space available basis without any charge to the School other than any charges that are also incurred by the Sponsor for the participation of the Sponsor's employees. Training activities that are federally funded that are provided by the School shall be made available to Sponsor's employees on a space available basis without any charge to the Sponsor other than any charges that are also incurred by the School for the participation of the School's employees.

ARTICLE 12: REQUIRED REPORTS AND DOCUMENTS

Section 12.A: **Required Reports and Documents:** The School will provide all documents required of it pursuant to the approved Application (**Appendix 1**), this

Charter, or the School's governing laws and rules on the date(s) that the reports and documents are due to the sponsor.

ARTICLE 13: SCHOOL FOOD SERVICE

Section 13.A: **School Food Services; Extended Day Programs:** The provision of student food service at the charter school is the responsibility of the School and shall be provided according to applicable district, state and federal rules and regulations. The School shall make breakfast and lunch available to all students. Cafeteria services and extended day programs provided by the School shall be self-supporting. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same. Meals will be distributed to students using a point of sale accountability procedure. If applicable, the School shall distribute Information Letters and the Multi-Child Application for Free and Reduced Price Meal Benefits to students and shall certify student eligibility for such programs using required federal rules and procedures.

Section 13.B: **Meal Service Options and Definitions:** The School shall provide food service to the charter school by one of the following means:

Section 13.B.1: Enter into an agreement with the Florida Department of Agriculture, Division of Food, Nutrition, and Wellness, to administer the National School Lunch and National Breakfast Program at the charter school; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Florida Department of Agriculture;

Section 13.B.2: Enter into an agreement with a third party vendor to have food service provided either to the site of the charter school or pick-up, and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Florida Department of Agriculture;

Section 13.B.3: Enter into a separate agreement with the Sponsor to have food service provided to the charter school. Under such an agreement, the Sponsor would define and provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system (satellite or pick-up); the Sponsor would establish the per meal charges to the School and, if applicable, establish the delivery charges to the School; the Sponsor would provide Information Letters and the Multi-Child Application for Free and Reduced Price Meal Benefits to the School for distribution by the School to households for completion after the School's representatives attend a required application approval training program; the School would provide to Sponsor, and keep current, a master list of students and their eligibility status for free, reduced or full paid meals; the Sponsor would approve a point of sale meal accountability procedure to be used by the School; the Sponsor would provide types of meal service, the costs and a delivery or pick-up system as agreed upon by the parties; the Sponsor would complete and submit reimbursement claims to the Florida Department of Agriculture; and the School would pay the Sponsor's Food Service Department for meals served on a monthly basis by the fifth day of each month; or

Section 13.B.4: Enter into an agreement with a third party vendor to have food service provided either to the site of the charter school or by pick-up, to determine if the meals are to be hot or cold, bulk serving or individually packed, and to provide any legally mandated breakfast and lunch assistance programs without participating in any government subsidized school breakfast and lunch programs.

Section 13.C: **Applicable Regulations:** The School shall comply with all USDA and FLDOE regulations that are applicable to its child nutrition program.

ARTICLE 14: MISCELLANEOUS PROVISIONS

Section 14.A: **Impossibility:** Neither party shall be considered in default of this Charter if the performance of any section or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

Section 14.B: **Drug-Free Workplace:** The School is a Drug-Free Work Place. The School shall provide the Sponsor with a copy of the School's applicable Drug-Free Work Place policy and any amendments thereto.

Section 14.C: **Entire Agreement:** This Charter and the appendices hereto shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing. Any substantial amendment to this Charter School Agreement shall require approval of the Sponsor.

Section 14.D: **No Assignment without Consent:** This Charter shall not be assigned by either Party without the prior written consent of the other party, provided that the School may enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative without the consent of the Sponsor.

Section 14.E: **No Waiver:** No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.

Section 14.F: **Default:** Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter, notice of a default of a material provision of this Charter will be furnished to the defaulting party by the non-defaulting party. Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter or when a shorter period of time to effect compliance is required by applicable law or rules, the defaulting party will be permitted twenty (20) calendar days to remedy the identified default.

Section 14.G: **Survival Including Post-Termination of Charter:** All representations and warranties made herein, indemnification obligations, obligations to reimburse the Sponsor, obligations to maintain and allow inspection and audit of records and property, reporting requirements and obligations to return public funds or property purchased with public funds shall survive the termination of this Charter.

Section 14.H: **Severability:** If any provision or any section of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Charter and all such remaining provisions shall continue in full force and effect, notwithstanding.

Section 14.I: **Third Party Beneficiary:** This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student of the School.

Section 14.J: **Choice of Laws and Venue:** This Contract is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Broward County, Florida. The parties mutually agree that the language and all parts of this Contract shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. This Charter shall be interpreted and construed according to the laws of the State of Florida. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.

Section 14.K: **Notice Provision:** All notices to be given hereunder shall be in writing, and all payments to be made hereunder shall be by check, and may be served by hand delivery, express delivery or by depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties hereto shall be sent to or delivered at the address set forth below:

THE SPONSOR: Superintendent of Schools
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast Third Avenue - 10th Floor
Fort Lauderdale, Florida 33301

WITH COPY TO: Office of the General Counsel
Kathleen C. Wright Administrative Building
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

BridgePrep Academy Broward County

THE SCHOOL: BridgePrep Academy of Hollywood, Inc.
d/b/a BridgePrep Academy Broward County
Attn: Governing Board Chair
c/o S.M.A.R.T. Mgmt. LLC
7990 SW 117th Avenue #210
Miami, Florida 33183

WITH COPY TO: Jeffrey S. Wood, Esq.
May Meacham & Davell, P.A.
One Financial Plaza, Suite 2602
Fort Lauderdale, Florida 33394

By giving the other party at least fifteen (15) days written notice thereof, a party may change its address and specify its new address for the purposes stated herein, and/or to notify the change of attorney.

Section 14.L: **Authority:** Each of the persons executing this Charter represent and warrant that they have the full power and authority to execute the Charter on behalf of the party for whom he or she signs and to bind and obligate such party with respect to all provisions contained in this Charter and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

Section 14.M: **Conflict:** In the event of any conflict between the provisions of this Charter and any Appendix, this Charter shall prevail.

Section 14.N: **Dispute Resolution:** Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with Section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

Section 14.N.1: The following dispute resolution process, not otherwise pre-empted by Section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute.

Section 14.N.2: Notwithstanding this provision, either party may seek any and all legal remedies available to it including, without limitation, mediation through the Florida Department of Education or those additional remedies set forth in Section 1002.33(6)(i), Florida Statutes.

Section 14.N.3: The dispute resolution procedure is as follows:

STEP 1: As a first step, informal discussion occurs between representatives of the School and the Sponsor regarding the particular issue(s) in question. If the matter is not resolved at Step One, either party may elect to forward the issue(s) to the next step.

STEP 2: Written notice by the Sponsor or the School outlining the nature of an identified problem in performance or operations not being met or completed to the satisfaction of either party. If the matter is not resolved at Step 2, either party may elect to forward the issue(s) to the next step.

STEP 3: Meeting between the governing board of the School and the Sponsor's staff or representative to discuss the issue(s) and attempt resolution of same, and propose modifications or amendments to the terms and conditions of the Charter. If the matter is not resolved at Step 3, either party may elect to forward the issue(s) to the next step.

STEP 4: An item will be placed upon the agenda of the Sponsor's regular school board meeting to enable the Sponsor to render a final decision regarding the issue(s) which are in dispute.

Section 14.O: **Citations:** All Florida Statutes, State Board of Education Rules, or School Board Policies cited herein shall refer to the edition in effect when this Charter is executed or extended, subject to subsequent amendment of such statutes.

Section 14.P: **Headings:** The headings in the Charter are for convenience and reference only and in no way define, limit, or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.

Section 14.Q: **Advice of Counsel:** The School and the Sponsor both state that they have been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation it received.

Section 14.R: **Counterparts:** This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

IN WITNESS WHEREOF, the Parties hereto have executed this Charter School Agreement as of the day and year first above written.

FOR THE SCHOOL

(Corporate Seal)

BRIDGEPREP ACADEMY OF
HOLLYWOOD, INC.

Attest: _____

Secretary

- or -

Witness

Witness

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

by: _____
Yeneir Rodriguez-Padron, Board Chair

The foregoing instrument was acknowledged before me this 21 day of Jan, 17 by

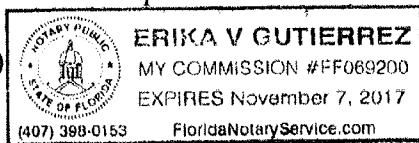
Yeneir Rodriguez-Padron
Name of Person on behalf of
the Governing Entity

of BridgePrep Academy of Hollywood, Inc.

He/She took an oath and is personally known to me or has produced _____ as
identification.

My commission expires:

(SEAL)



My commission expires:

Signature – Notary Public

Erika V Gutierrez
Printed Name of Notary Public

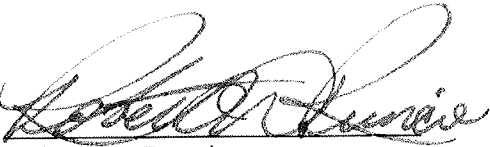
FOR THE SPONSOR

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA


ATTEST:

By Abby M. Freedman
Abby M. Freedman, Chair



Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

**DEVELOPER'S AGREEMENT PURSUANT TO
SECTION 508 OF THE LAND DEVELOPMENT REGULATIONS**

THIS AGREEMENT is made as of this 24th day of July, 2018 and pursuant to Resolution No.2018-079, by and between the **CITY OF LAUDERDALE LAKES**, a municipal corporation organized and existing under the laws of the State of Florida ("**CITY**") and, Charter Acquisitions Unlimited, LLC ("**DEVELOPER**").

WITNESSETH

WHEREAS, the **DEVELOPER** has submitted a site plan for approval under the rules and regulations contained in the Land Development Regulations, as well as those rules and regulations contained in the Code of Ordinances, and

WHEREAS, Section 508 of the Land Development Regulations provides for the making of certain developer's agreements prerequisite to site plan approval, which agreements are intended to provide for the various conditions relative to the approval of the applicable site plan, and

WHEREAS, the **DEVELOPER** has had an opportunity to examine such conditions and has agreed thereto in the interest of promoting the health, safety and welfare of the City, as well as the development contemplated in the subject site plan,

NOW, THEREFORE, in consideration of mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

Conditions of Approval. The site plan generally known as Championship Academy of Distinction, LLC and bearing last revision date of July 24, 2018 as drawn by Steven L. Cohen and Associates, P.A., pertaining to the property described on Exhibit A, attached hereto and made a part hereof, if and when approved, shall be subject to the following conditions:

A. Prior to and as a prerequisite condition of the issuance of a certificate of occupancy with respect to the improvements indicated by the Site Plan, the following conditions shall apply and be satisfied:

i. All fees payable under Section 508.14.2, shall be paid in full. The amount of such fee has been determined to be \$ 35,219.

B. Prior to and as a prerequisite condition of the issuance of a certificate of occupancy with respect to the improvements indicated by the Site Plan, the following conditions shall apply and be satisfied:

i. Submit a Final Site Plan showing a Phase 1 providing for 450 students and a Phase 2 providing for 250 students to be completed by 2019/2020 school year, totaling 700 students with adequate site data, landscaping, parking and vehicular access/circulation and demonstrating how the students (700 population) will be provided, on-site, an adequate educational program as determined by the Broward County School.;

ii. Pay a development service fee or payment in lieu of taxes ("Pilot") equal to taxes and assessments which otherwise would accrue to the City and CRA respectively, including ad-valorem taxes and non-ad valorem assessments, from year to year, as follows:

Commencing as of January 1, 2018 ("base year") the **DEVELOPER** shall pay a payment-in-lieu-of-taxes ("PILOT") equivalent to the amount of the ad valorem taxes, the non-ad valorem assessments for fire rescue and the non-ad valorem assessments, which may exist, from time to time, the tax increment revenues (Broward County, hospital district(s) and other agency tax increment receivable by the Community Redevelopment Agency), from year to year. Such PILOT Fee shall be payable, from year to year, without discount, beginning the calendar year 2019, on November 1, 2019. The PILOT Fee shall be increased, beginning the year January 1, 2020, over the 2019 base year, by a factor equal to increase in the Assessed Value ("Assessed Value") of the Property established by the Broward County Property Appraiser's office ("Inflation Factor"). The base year 2019 assessments attributable to the property are: ad valorem taxes \$ (to be determined by the Broward County Property Appraiser for the 2019 tax year) _____, non-ad valorem assessments \$ _____ and tax increment revenues \$ _____, for a total of \$ _____. By way of example, if the Assessed Value increases by ten percent (10%), without regard to new improvements, the PILOT Fee shall likewise increase by ten percent (10%) for the year of calculation by the Inflation Factor applied to accordingly plus the non-ad valorem assessment provided, however, the Inflation Factor shall not be applied to the non-ad valorem assessment and the non-ad valorem assessment shall be calculated in accordance with the controlling law. In the event the subject property is no longer used for charter school or no longer used for a similar non-tax producing enterprise and such property is included on the tax rolls as a tax producing property, the obligation to pay the PILOT Fee shall end as of the commencement of the next tax year after such event. All accrued, but unpaid, Pilot Fees shall be immediately due and payable upon such cessation, and the same shall constitute a lien on the Property described upon Exhibit A in favor of the **CITY**.

iii. In connection with the dedication and construction of the an east-west extension of NW 30th Street, 40' in width, to Somerset Drive in lieu of closing off the so-called private "access easement" as described in Parcel "A" Somerset Plaza, Plat Book 111 and page 19 of the public records of Broward County, Florida ("40' RW"), the Developer shall:

(a) By September 1, 2018, the Developer shall dedicate the 40' RW to the **CITY** in accordance with applicable **CITY** procedures."...

(b) Prior to the issuance of a Certificate of Occupancy for Phase 1, the Developer shall submit an engineer's or architect's certified cost estimate for the construction of the 40' RW in accordance with the plans submitted as part of the Final Site Plan and shall post with the **CITY** a payment and performance bond in an amount equal to 125% of the cost estimate. The payment and performance bond form will be in substantial conformance with the letter of credit form used by Broward County for securing roadway improvements in connection with the approval of plats.

(c) On or before June 15, 2019 the Developer shall obtain building permits for the construction of the 40' RW in accordance with plans approved by the CITY.

(d) On or before August 20, 2019 the Developer shall have obtained final inspections for the construction of the 40' RW. The Developer acknowledges and agrees that the final certificate of occupancy (or final inspections as applicable) for Phase 2 shall not be issued until the completion and acceptance of the 40' RW improvements.

C. Beginning January 2, 2019, and each year thereafter and for so long as the building shall house and be used for the operation of a charter school or other academic enterprise, such operation shall conform to the following operational criteria:

i. The operation shall include all standards and procedures as required by the Broward County School Board by the commencement of the 2018-2019 academic year;

ii. The number of enrolled students shall not exceed 450 for Phase 1 and 250 total for Phase 2, or a total of 700 at any time, all grades and programs included;

Inconsistencies with Site Plan Approval: Controlling Documents. In the event of a specific inconsistency in the terms hereof and the specific provisions of the Resolution pursuant to which the subject site plan is approved, the conditions of the Resolution approving the site plan shall control.

Acknowledgment. The DEVELOPER acknowledges and agrees that in development of the subject property, failure to abide by the terms of this Agreement, or any other applicable regulation or ordinance shall constitute grounds for refusal by the CITY, or appropriate authority thereof, to allow such development, to issue building permits, or to permit occupancy of the completed improvements.

Non-Waiver: The making of this Agreement does not constitute a waiver of any other statute, ordinance or other regulation affecting the proposed development, all of which must be followed and complied with by the DEVELOPER, nor does this Agreement waive another fees, as provided by statute, ordinance or regulation to be paid by the DEVELOPER in connection with the project.

Time: Time is of the essence with respect to the DEVELOPER's obligations and responsibilities under this Agreement.

Attorney's Fees. Should any dispute arise hereunder, CITY shall be entitled to recover against DEVELOPER all costs, expenses and attorney's fees incurred by CITY in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Waiver. No waiver by CITY of any provision of the Agreement shall be deemed to be a waiver of any other provisions or the enforcement thereof. CITY's consent to or approval of any act by DEVELOPER requiring CITY's consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent consent or approval of CITY, whether or not similar to the act so consented to or approved.

Binding Effect: All of the terms and provisions of this Agreement shall be deemed covenants running with the land and, the same shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable, as contemplated in AHF-Bay Fund, LLC v. CITY of Largo, 227 So.3d 740 (Fla 2 DCA, 2017), and each of which shall be regarded for all enforcement purposes as a duly adopted regulation of the various codes of the CITY, and the same shall each be enforceable pursuant to the code enforcement process under Chapter 162, Florida Statutes, the Developmental Code and the Code of Ordinances of the CITY. All enforcement mechanisms otherwise available to the CITY shall be deemed applicable to the enforcement of such criteria, including appropriate proceedings to obtain injunctive relief, prohibitory or mandatory, with regard thereto. CITY

Entire Agreement: Modification. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties have made this Agreement on the Date first-above written.

ATTEST:

 SHARON HOUSLIN, CITY CLERK

 MAYOR HAZELLE ROGERS

STATE OF FLORIDA

COUNTY OF BROWARD


The foregoing instrument was acknowledged before me this 25th day of July, 2018 by Mayor Hazelle Rogers, who has produced a State of Florida identification and who did not take an oath.

Witness my hand, this 25 day of July 2018

Signature of Notary or Office
 Notary Seal (stamped in black ink)

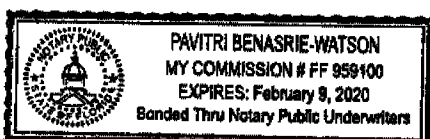
Signature of Notary or Officer
 Notary Seal (stamped in black ink)

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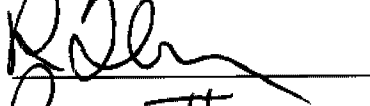

 Printed Name of Notary Public

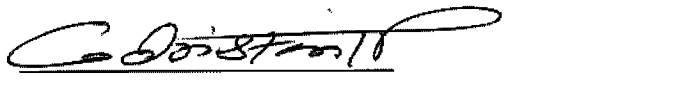
OR

 Printed Name of Notary Public

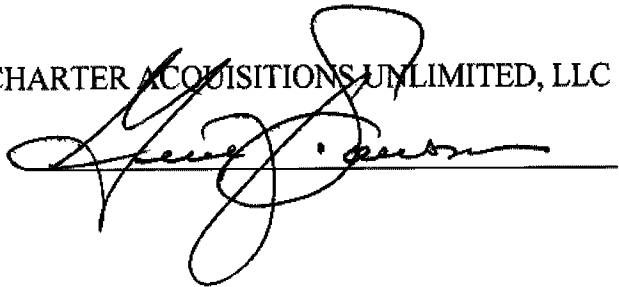


Witnesses


Reena Thrower
Print Name


Lolita Coarín Brown
Print Name

CHARTER ACQUISITIONS UNLIMITED, LLC

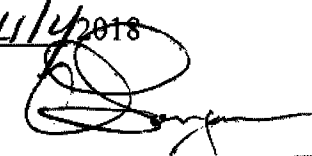


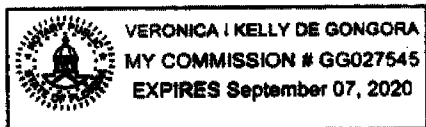
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of July, 2018 by Gene Lawson, who has produced a State of Florida identification and who did not take an oath.

Witness my hand, this 25 day of July 2018


Signature of Notary or Officer
Notary Seal (stamped in black ink)



OR

Printed Name of Notary Public

APPROVED AS AMENDED

RESOLUTION 2018-079

A RESOLUTION APPROVING APPLICATION NO. 04-SP-18 SUBMITTED BY CHARTER ACQUISITIONS UNLIMITED, LLC, REQUESTING A SITE PLAN APPROVAL TO REPURPOSE 38,456 SQUARE FEET OF BUILDING SPACE TOGETHER WITH 182 PARKING SPACES WITH AN IMPROVED 40' RIGHT-OF-WAY EASEMENT, DRIVEWAY CONNECTIONS, DRIVE ISLES AND LANDSCAPED AREAS FOR AN UP TO 700-STUDENT CHARTER HIGH SCHOOL, ON APPROXIMATELY 3.4 ACRES OF LAND LOCATED AT 3020 NW 33RD AVENUE, AS FURTHER REFLECTED ON EXHIBIT A ATTACHED HERETO; PROVIDING FOR CONDITIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Charter Acquisitions Unlimited, LLC has submitted Application No. 04-SP-18 for a new Site Plan approval for reconstruction of a +/- 38,456 square feet of building space to operate 700-student charter high school on the property located at 3020 NW 33rd Avenue, and

WHEREAS, the proposed development is consistent with the adopted Comprehensive Land Use Plan, and

WHEREAS, the subject application's approval will be based on the following conditions:

- a. The Application shall be approved by the City Commission pursuant to the Developer's Agreement associated therewith, and in accordance with all of its terms and provision, all of which are incorporated herein, as if set forth verbatim;
- b. Payment of a fee of \$35,219.00 in lieu of the dedication of land for parks, recreation and open space for public use;
- c. All conditions set forth by the fire department shall be met;
- d. All terms, conditions, and provisions imposed by the City commission, Planning and Zoning Board, Development Review Committee and staff,

including all life, health and safety codes, pertaining to this development shall be met prior to the issuance of all building permits, and

- e. The payment of all fees and dedicatory requirements shall be made and fulfilled prior or upon the issuance of the first building permit for exterior work.


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. APPROVAL: Site plan Application No. 04-SP-18, submitted by Charter Acquisitions Unlimited, LLC for a site plan approval reconstruction of a +/- 38,456 square feet of building space to operate 700-student charter high school for the property located at 3020 NW 33rd Avenue, subject to the all conditions set forth above as further reflected on Exhibit A attached hereto.

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 JULY 24, 2018.

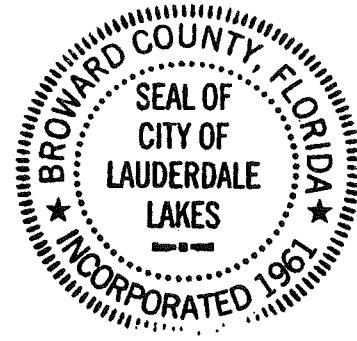

HAZELLE ROGERS, MAYOR

ATTEST:


SHARON HOUSLIN, CITY CLERK

JCB:jla

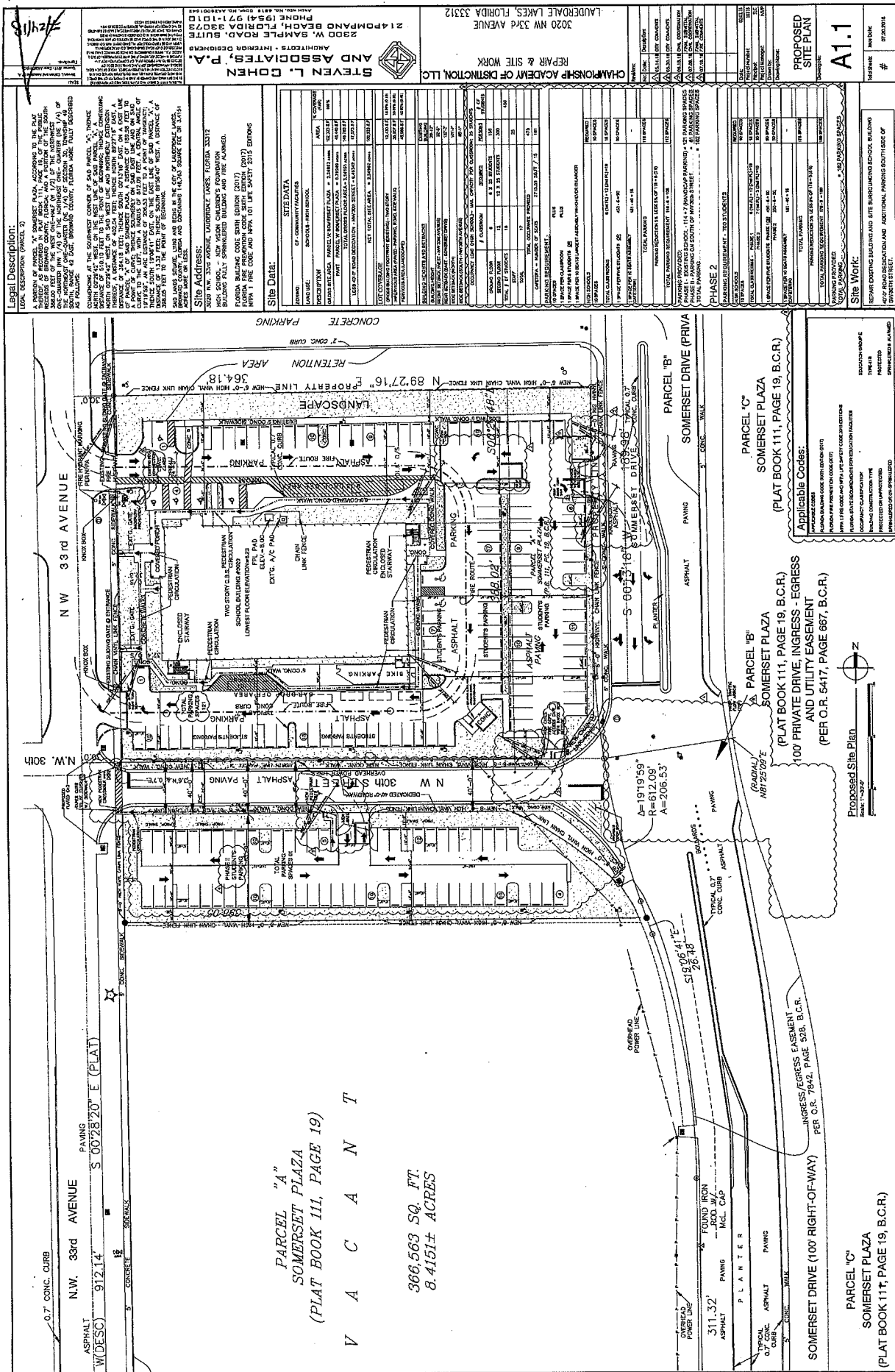
Sponsored by: TANYA DAVIS-HERNANDEZ, Director of Development Services

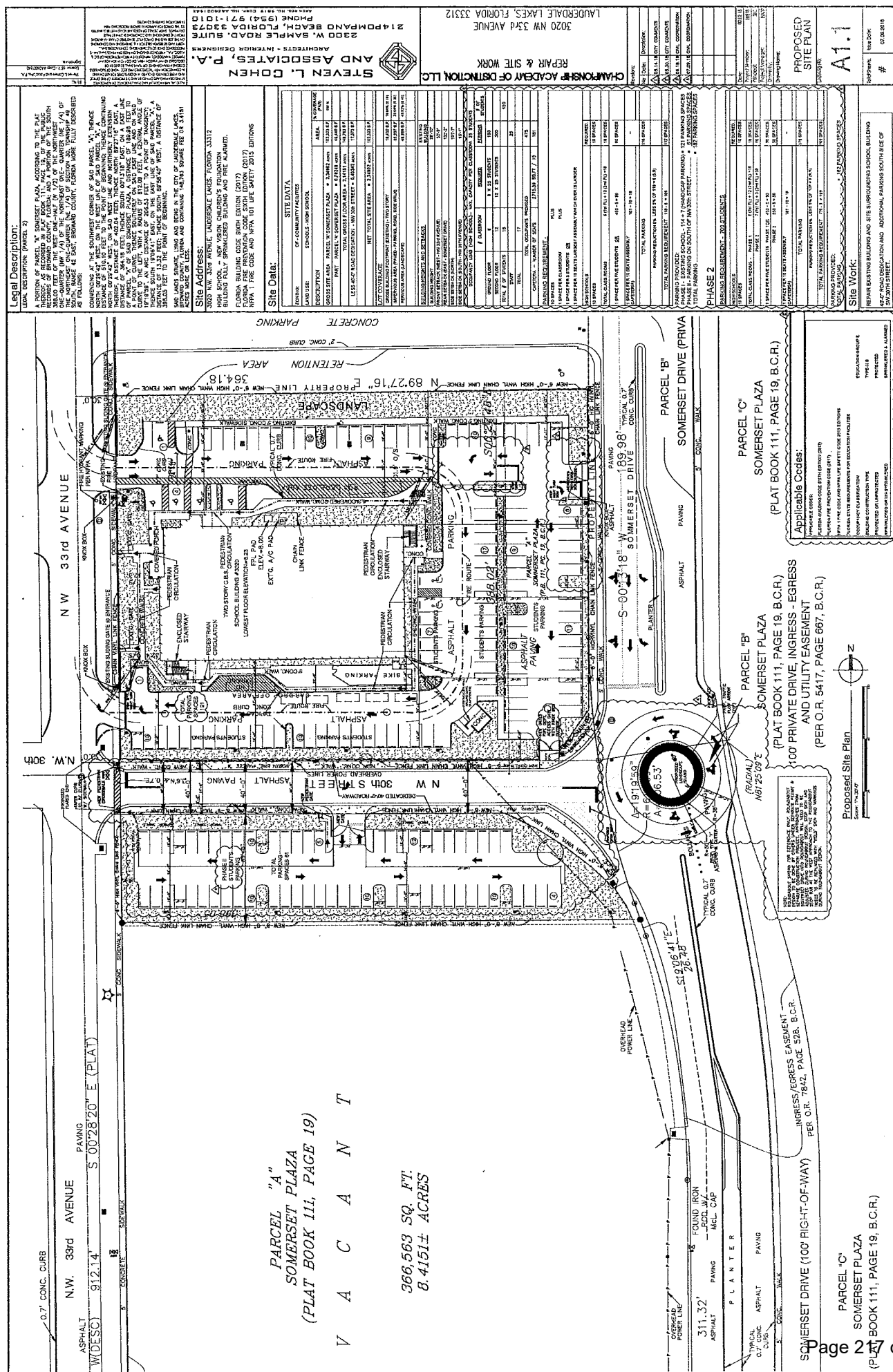


VOTE:

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

<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)
<input type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input checked="" type="checkbox"/>	(Other) (Abstained)
<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)
<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)
<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)





CITY OF LAUDERDALE LAKES

Development Services Department
INTEROFFICE MEMORANDUM

TO: Phil Alleyne, City Manager

DATE: July 17, 2017

THRU: Tanya Davis-Hernandez, AICP
Development Services Director

FROM: Fernando Leiva, AICP, Assoc. AIA
Development Services Manager/
Principal Planner

RE: APPLICATION NO. 04-SP-18 FOR
SITE PLAN REVISION APPROVAL
ON BEHALF OF CHARTER
ACQUISITIONS UNLIMITED LLC,
ON PROPERTY LOCATED AT 3020
NW 33RD AVENUE.

February 21, 2018 – Development Review Committee (1st Round)
March 21, 2018 - Development Review Committee (2nd Round)
May 23, 2018– Development Review Committee (3rd Round)
June 14 2018 – Development Review Committee (4th Round)
June 26, 2018 – Development Review Committee (5TH Round)
July 23, 2018 - City Commission Workshop
July 24, 2018 – City Commission Regular Meeting

RECOMMENDATION

Request to transmit Application No. 04-SP-18 for Site Plan Revision Approval to the City Commission for further consideration.

THE REQUEST

The applicant is requesting approval of an amended final site plan to repurpose 38,546 square feet of building space, together with 182 parking spaces with off-site improvements, as well as associated driveway connections, drive isles and landscaped areas for up to 700 enrolled high school students for the upcoming 2018/2019 school year.

BACKGROUND

The Request: On January 23, 2018, the Petitioner filed a request with the City to modify a Site Plan originally approved in 2003 for the formerly Eagle Charter Academy (Middle School). School facilities require a CF zoning district.

The subject application was reviewed by the Development Review Committee (DRC) on five different occasions. The Applicant considered the DRC's comments and recommendations and filed a last resubmittal on July 12, 2018.

The Site: The overall parcel size for the development is approximately +/- 3.42 gross acres of developed and undeveloped land generally located at the northeast and southeast corner, respectively, of NW 33rd

Avenue and NW 30th Street. The developed portion of the land includes a 38,546 square foot two-story building.

On March 27, 2018, The City Commission of the City of Lauderdale Lakes passed on second reading Ordinance 2018-001, amending the zoning designation on the above-referenced parcel of land, from B-2 Community Business District to CF Community Facilities. Thus, the subject site is currently zoned CF, and has an underlying land use Community Facilities. The parcels to the north, south and east of the property are zoned B2, Community business district.

The subject property is platted as a portion of Parcel "A" of the "Somerset" Plat as recorded in Plat Book 111, Page 19 of the Public Records of Broward County, Florida. The site(s) was part of a larger piece under the same ownership by New Vision Children's Foundation, Inc.

Access – The vehicular access into the subject site is via a two-way (full access drive) from NW 33rd Avenue and one limited driveway off the existing so-called "access easement" commonly known as NW 30th Street, according to the previous recorded "Somerset Plaza" Plat.

HISTORY

Staff is required to review a development proposal based on its own merits and regulate a permitted use of land in a manner that will ensure an orderly and balanced distribution of uses, intensities and building forms in response to individual site and contextual settings.

Previous/Related Request(s)

- Rezoning Application No. 01-RZ-17 – Approved by the City Commission on March 27, 2018.

ANALYSIS

This analysis is intended to provide a brief overview of the history of the Petitioner's proposed redevelopment of the property. As mentioned before, on March 27, 2018, the City Commission of the City of Lauderdale Lakes passed on second reading Ordinance 2018-001, amending the zoning designation on the above-referenced parcel of land, from B-2 Community Business District to CF Community Facilities. The rezoning of the property was approved subject to the Petitioner's execution of a Developer's Agreement, to be recorded in the public records of Broward County, providing that Petitioner shall:

1. Submit a Final Site Plan showing adequate site data, parking, vehicular access/circulation and landscaping;
2. Prepare a Traffic Study;
3. Pay a development service fee or payment in lieu of taxes ("Pilot"), including ad-valorem taxes and non-ad valorem assessments, from year to year; and
4. Improve and dedicate to the City an east-west extension of NW 30th Street, 40' in width.

On January 24, 2018, Charter Acquisitions Unlimited, LLC purchased the subject property to operate a charter high school facility. So, in order to repurpose the subject site/building reflected in the Ordinance, Charter Acquisitions Unlimited filed a preliminary application for Major Site Plan Revision Approval. Based upon staff review and comments, the proposed site plan was subsequently modified and amended on five (5) different occasions. Once the latest set of revisions was completed, staff notified the Petitioner to move forward with the City Commission Public Hearing.

STAFF KEY CONCLUSIONS AND RECOMMENDATIONS

Impacts on Level of Service – Analysis of Public Facilities and Services

Petitioner has obtained correspondence from Waste Management Inc. of Florida verifying sufficient container holding area. Broward County Water Management Division has also verified sufficient potable water and sanitary sewer capacity. The proposed request will have impacts on Police and Fire services. As of this writing, Police, Fire Rescue and Emergency Services has not determined a service delivery concurrency (capacity vs supply) evaluation and, therefore, police and fire impacts fees from this development is still undetermined..

According to Ordinance 2018-001, the proposed site plan cannot proceed without approval of a recordable Developer's Agreement, which calls for:

1. Adequate site data, landscaping, parking and vehicle access/circulation; and demonstrating how the students (700) will be provided with an adequate educational program as determined by the Broward County School Board. COMPLETE SUBJECT TO CONDITIONS AS SHOWN BELOW.
2. Prepare a traffic study. COMPLETE AND APPROVED.
3. Pay a development service fee or payment in lieu of taxes ("Pilot") including ad-valorem taxes and non-ad valorem assessments, from year to year. TO BE DETERMINED.
4. Perform all public/off-site improvements including extension of NW 29th Street to Somerset Drive in lieu of closing off the so-called private "access easement" or NW 30th Street for the use and benefit of the new owner of the property. TIMELINE FOR BUILDOUT OF ALL THE IMPROVEMENTS TO BE DETERMINED.

RECOMMENDATIONS

Should the City Commission consider approving the proposed Final Site Plan Revision, staff recommends that the Petitioner agrees to the following conditions:

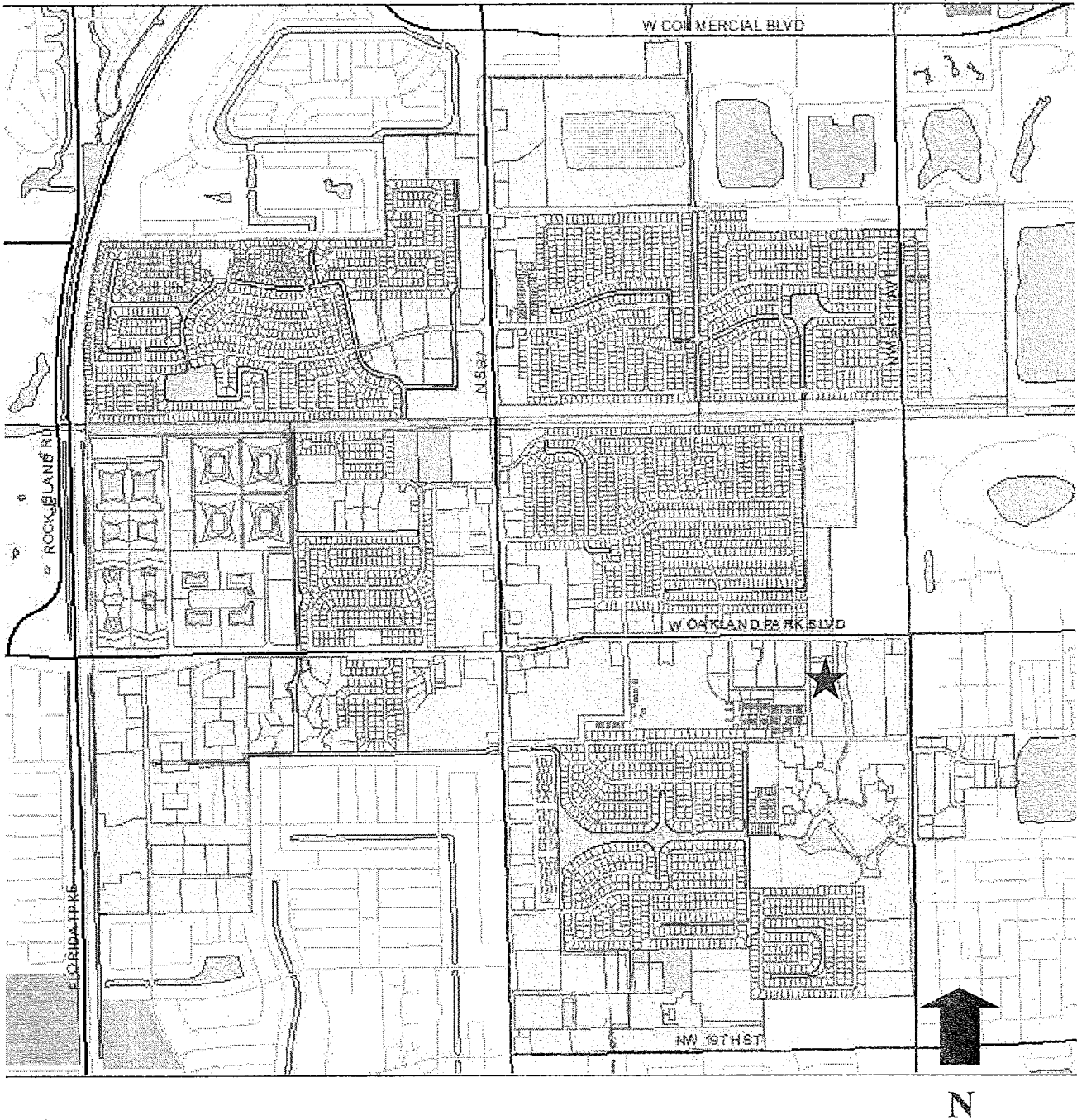
1. Application shall be approved by the City Commission pursuant to the above-referenced Developer's Agreement, and in accordance with all of its terms and provisions.
2. Payment of \$35,219 for parks, recreation and open space for public use prior to issuance of any building permits.
3. All conditions set forth by the Fire Department shall be met.
4. All terms, conditions, and provisions imposed by the City Commission, Planning and Zoning Board, DRC and Staff, including all life, health, and safety codes pertaining to this development shall be met prior to the issuance of building permits.
5. Water/sewer, drainage, and other necessary public facilities, including police, fire and emergency services, shall be found in compliance with the city's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of the City's LDRs.
6. All site improvements, including perimeter landscaping, drainage and other civil requirements shall be met in conformance with the approved Site Plan and Development Agreement.

7. In the event that any problems arise as a result of the operation of this establishment, such as noise, parking, traffic and/or other nuisances, the applicant shall make all improvements required to mitigate these nuisances, so as not to negatively impact adjacent commercial/residential areas
8. Petitioner shall pay ----- for Public Safety impact fees prior to issuance of any building permits.
9. Copies of all applicable permits and approvals by other regulatory agencies (including environmental agencies) shall be provided to the City of Lauderdale Lakes prior to the issuance of building permits.
10. All conditions set-forth by the City Engineer shall be met. SEE ATTACHED EXHIBIT C
11. All applicable City and Florida Building Codes regarding such an operation shall be met and maintained.
12. Applicant shall obtain proper approval such as Local Business Tax Receipt from the City and any outside agencies such as the Broward County School District.

ATTACHMENTS/EXHIBITS

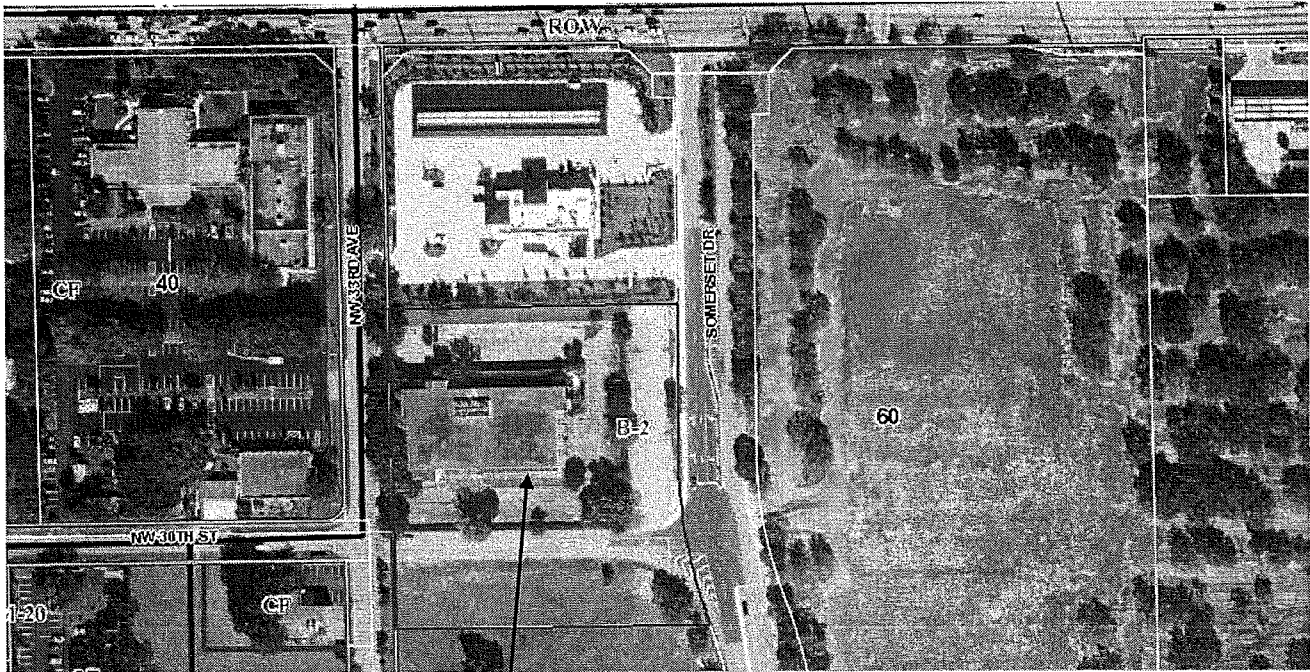
- A. Location Map
- B. Future Land Use Map, Zoning
- C. City Engineer's Comments
- D. Last Revision of Site Plan Dated July 11, 2018

EXHIBIT A LOCATION MAP



★ Subject Site

EXHIBIT B
LAND USE AND ZONING MAP



Subject Site – 3.42 acres - Rezoned to CF from B-2

	Land Use and Zoning Map
Site Plan Application No. 04 –SP – 18 Championship Academy – Charter High School	Development Services Department July 17, 2018

EXHIBIT C

CITY ENGINEER COMMENTS REGARDING SITE PLAN AND PROPOSED ROAD IMPROVEMENTS

From: Maqsood M. Nasir, P.E.
To: Fernando Leiva
Cc: Tanya Davis-Hernandez, AICP; Pamela McCleod; Adam Bloch; Syed Zaman
Subject: RE: Charter School Final Site Plan
Date: Monday, July 16, 2018 5:18:25 PM
Attachments: image007.png
image008.png

Engineering Comments:

- a. NW 30 Street grading and slope are nonstandard and the drainage is proposed only on the south side. It must be standard crowned road and the drainage shall be on both sides. Please make revision accordingly.
 - b. Drainage calculations with routing analysis are required.
 - c. Please provide drainage map for the catchment area of each inlet.
 - d. Show runoff surface flow patterns with existing grades, slope directions, and demonstrate how the runoff will be collected to the drainage inlets.
 - e. Show existing drainage pipes determined to be used and provide the type, quantity and certify the current condition.
 - f. Handicap Parking overlaps northeast driveway entry.
 - g. Handicap crossing stripes is skewed and reduces the HC parking width at the northeast side of the building.
 - h. Parking making on Inlet?? Please adjust the inlet location.
 - i. Provide the depth of the existing asphalt pavement and certify its usability with projected remaining lifetime.
 - j. The outer circulating lane of the roundabout is outside the east R/W. Please adjust accordingly.
 - k. The roundabout does not show splitter islands, Apron, yield lines, accessible pedestrian crossing.
 - l. Use AutoTurn or other acceptable software to show the traffic circulation including the roundabout for buses.
- Upon review of the comments reply additional comments may be generated.

Maqsood M Nasir, P.E.

City Engineer-CIP Administrator | City Manager Office-Engineering & Construction Management



LAUDERDALE LAKES
WE CARE

City of Lauderdale Lakes

4300 NW 36th Street | Lauderdale Lakes, FL 33319

V: 954-535-2712

F: 954-733-4220

mmnasir@lauderdalelakes.org

www.lauderdalelakes.org

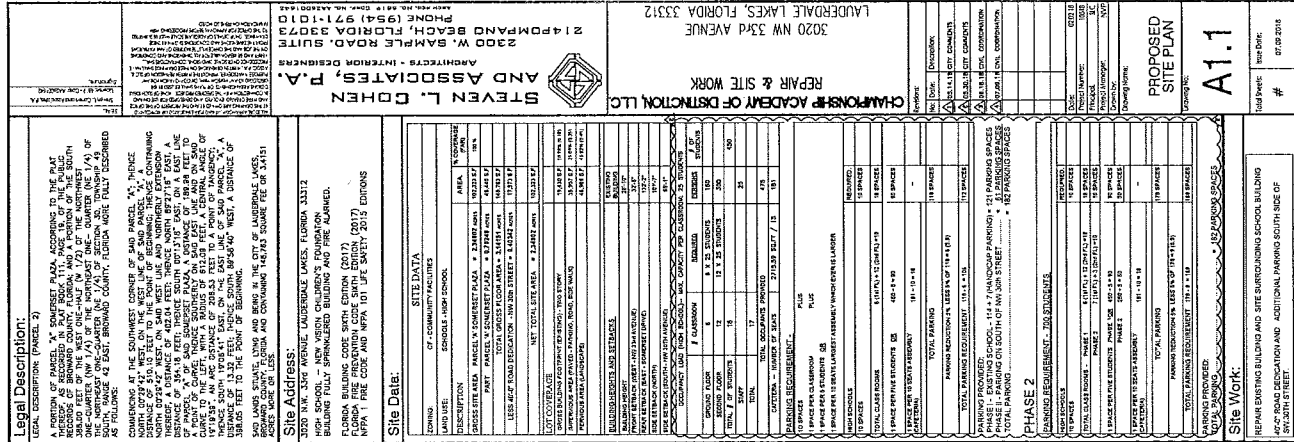
 **Like Us**  **Follow Us**

City Operating Hours

Monday - Friday 8:00 a.m. - 5:00 p.m.

EXHIBIT D

**LAST REVISION OF SITE PLAN
DATED JULY 11, 2018**



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2024-030 APPOINTING MEMBERS TO THE SAMUEL S. BROWN SCHOLARSHIP FUND BOARD
--

Summary

This resolution appoints members to the Samuel S. Brown Scholarship Fund Board.

Staff Recommendation

Background:

The Samuel S. Brown Scholarship Fund Board shall be composed of five members. One member of the Board shall be appointed by the mayor; one member of the Board shall be appointed by the city manager; one member of the Board shall be appointed by the chief of police; one member of the Board shall be the largest financial donor to the Samuel S. Brown Scholarship Fund, and one member of the Board shall, as a prerequisite to appointment, be a member of the school advisory board, and such person shall be appointed by the vice-mayor.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, City Clerk

Meeting Date: 4/23/2024

ATTACHMENTS:

Description		Type
□	Resolution 2024-030 Appointing Members to the Samuel S.	Resolution
	Brown Scholarship Fund Board.DOCX	

1 RESOLUTION 2024-030

2
3 A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF
4 LAUDERDALE LAKES RESPECTIVELY APPOINTING MEMBERS TO THE
5 SAMUEL S. BROWN SCHOLARSHIP FUND BOARD; PROVIDING FOR THE
6 ADOPTION OF RECITALS; PROVIDING INSTRUCTIONS TO CLERK;
7 PROVIDING AN EFFECTIVE DATE.
8

9 WHEREAS, the Samuel S. Brown Scholarship Fund Board ("Board") was created as a non-
10 statutory board pursuant to Chapter 2, Article VI, Division 7, Section 2-431 of the Code of
11 Ordinances, City of Lauderdale Lakes, Florida ("City Code");

12 WHEREAS, the Board shall be composed of five members. One member of the Board shall
13 be appointed by the mayor; one member of the Board shall be appointed by the city manager;
14 one member of the Board shall be appointed by the chief of police; one member of the Board
15 shall be the largest financial donor to the Samuel S. Brown Scholarship Fund; and one member
16 of the Board shall, as a prerequisite to appointment, be a member of the school advisory board,
17 and such person shall be appointed by the vice-mayor; and

18 WHEREAS, the Mayor, City Manager, and Chief of Police have each respectively
19 nominated a city resident to serve as a member of the Board, subject to each resident's
20 compliance with the disclosures and application requirements for appointees as set forth in
21 Chapter 2, Article VI, Division 1, Section 2-315 of the City Code.

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

24 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
25 confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. APPOINTMENT OF BOARD MEMBERS: The Mayor and City Commission hereby ratify and approve the appointments of the following persons to serve as members of the Samuel S. Brown Scholarship Fund Board, subject to each such person's compliance with the disclosures and application requirements for appointees as set forth in Chapter 2, Article VI, Division 1, Section 2-315 of the City Code:

- | | |
|-----------|--|
| (a) _____ | Appointed by Mayor Veronica Edwards Phillips |
| (b) _____ | Appointed by Vice Mayor, Mark Spence |
| (c) _____ | Appointed by City Manager |
| (d) _____ | Appointed by Chief of Police |
| (e) _____ | Appointment by largest donor to Samuel S. Brown Scholarship Fund |

SECTION 3. INSTRUCTIONS TO CLERK: The City Clerk and other appropriate City Officials, through the City Manager, are hereby authorized to take any and all actions necessary to effectuate the intent of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. 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 APRIL 23, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Venice Howard, MPA, CMC, City Clerk

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2024-031 APPOINTING A NEW MEMBER TO THE PARKS AND RECREATION ADVISORY BOARD

Summary

This resolution serves to appoint a member to the Parks and Recreation Board. The term of the appointed members will run concurrent with the appointing Mayor or Commissioner.

Staff Recommendation

Background:

The City of Lauderdale Lakes Parks and Recreation Board consist of five (5) members. The advisory board makes recommendations regarding the following matters:

- Public parks, playfields, indoor recreation centers and other recreation areas that are owned and/or controlled by the City
- Implementation of programs related to recreational or cultural activities
- Recreational activities on public properties
- Assessment of any fees to be charged and paid by any person, partnership, corporation or other entity requesting the use of recreational facilities

Appointment of Members / Term

The Mayor and each Commissioner appoints a member to the advisory board. The term of an advisory board member runs concurrent with the term of the Mayor or Commissioner that appointed him/her.

It is necessary to appoint/re-appoint individuals to the Parks and Recreation Board to:

- 1) ensure that there is a quorum to conduct advisory board meetings and
- 2) provide a forum for individuals to serve in an advisory capacity and make recommendations to the City Commission for consideration.

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Venice Howard/City Clerk's Office

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
□ Resolution 2024-031 Replacing Appointed Member to Parks Rec Advisory Board	Resolution
□ Paul Martin - Advisory Board Application	Backup Material

1 RESOLUTION 2024-031

2
3 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE
4 LAKES APPROVING APPOINTMENT OF MEMBER TO THE PARKS AND
5 RECREATION ADVISORY BOARD TO REPLACE THE VICE-MAYOR'S PREVIOUS
6 APPOINTEE; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING
7 INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
8

9 WHEREAS, the Parks and Recreation Advisory Board ("Board") was created as a
10 nonstatutory board pursuant to Chapter 2, Article VI, Division 6, Section 2-341 of the Code of
11 Ordinances, City of Lauderdale Lakes, Florida ("City Code");

12 WHEREAS, pursuant to Chapter 2, Article VI, Division 1, Section 2-311 of the City Code,
13 except as otherwise provided for, all nonstatutory boards shall be comprised of five (5) members,
14 in which the mayor and each city commissioner shall have the right to appoint a member, each
15 of whom shall serve at the pleasure of the mayor or city commissioner appointing such member
16 respectively in accordance with Section 2-311 of the City Code;

17 WHEREAS, the term of office for Board members shall commence upon appointment and
18 shall coincide with the term of the mayor or commissioner making the appointment;

19 WHEREAS, Amanda Simpson, a member of the Parks & Recreation Advisory Board
20 appointed by Vice-Mayor Mark Spence ("Vice-Mayor Spence") has submitted her notice of
21 resignation from the Board; and

22 WHEREAS, in light of the resignation of Ms. Simpson, Vice-Mayor Spence has nominated
23 Paul Martin for appointment to serve as a member of the Board, subject to compliance with the
24 disclosures and application requirements for appointees as set forth in Chapter 2, Article VI,
25 Division 1, Section 2-315 of the City Code.

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

3 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
4 confirmed as being true, and the same are hereby made a part of this Resolution.

5 SECTION 1. APPOINTMENT OF BOARD MEMBER: The City Commission hereby ratifies
6 and adopts the Vice-Mayor's appointment of Paul Martin for service on the City's Parks and
7 Recreation Advisory Board, subject to such member's compliance with the disclosures and
8 application requirements for appointees as set forth in Chapter 2, Article VI, Division 1, Section
9 2-315 of the City Code.

10 SECTION 2. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate
11 City Officials, through the City Manager, are hereby authorized to take any and all actions
12 necessary to effectuate the intent of this Resolution.

13 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 APRIL 23, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Venice Howard, CMC, City Clerk

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)



**CITY OF LAUDERDALE LAKES
ADVISORY BOARD/COMMITTEE APPLICATION**

Service on an Advisory Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Lauderdale Lakes. Please indicate your interest in serving on an Advisory Board and/or Committee by completing this application.

This application is for: ☐ New Appointment ☒ Re-Appointment

If you currently serve on a Board or Committee, please provide the name of the Advisory Board or Committee: Beautification Advisory Board

Please check the Advisory Board and/or Committee for which you wish to be considered:

<input checked="" type="checkbox"/> Beautification Advisory Board	<input type="checkbox"/> Military Affairs Board
<input type="checkbox"/> Budget Advisory Committee	<input checked="" type="checkbox"/> Parks and Recreation Board
<input type="checkbox"/> Economic Development Advisory Board	<input type="checkbox"/> Planning and Zoning Board *
<input type="checkbox"/> Historic Preservation Board	<input type="checkbox"/> School Advisory Board

*Per Section 112.317 Florida Statutes, Members of some Advisory Boards are required to file a Financial Disclosure Report.

Please type or print information.

PERSONAL:

Name: Paul Martin E-Mail Address: Paul Martin 1160 C Cam rd + com
Residential Address: 3579 NW 33rd St.
Lauderdale Lakes FL 33309
City State Zip
Daytime Number: 954-829-6410 Alternate Number: N/A

EDUCATION:

High School: Saint Jago High School Location: Spanish Town St. Catherine
College (if applicable): MA Location: MA
Years Completed: 4 Degree: Business Management & Sound Engineer
Other professional or technical training: Social Worker PHD in Jamaica

EMPLOYMENT:

Current or Last Employer: LIFE WARE Technologies
Address: 1520 SW 66th 5th Ct. Pompano Bch. Florida
Position Held: Supervisor Years of Service: 5yrs

Please describe professional, voluntary or other experience that best qualifies you for the selected advisory board/committee:

Chairperson For the Beautification Advisory Board
for the past 6 yrs, growing with the city.

For Park and Recreation, was a voluntary coach for
the City for the Lauderdale Lakes Youth Soccer Team.
Wants to grow in being involved with more programs in the
City, such as working with the youth and elderly senior in meal program.
If you are applying for an Advisory Board which has specific requirements, please explain how your experience
and/or educational background meets the criteria (additional backup may be provided):

N/A

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that if I am appointed to the Planning and Zoning Board I may be required to have additional experience, education and knowledge related to planning, zoning, redevelopment or related disciplines.

SIGNATURE:

Paul Martin

NAME (printed)

DATE

11/1/2022

Please complete and return this information:

City of Lauderdale Lakes
City Clerk's Office
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
954-535-2705

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
RESOLUTION 2024-032 AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT TO ACCEPT GRANT FUNDING FROM THE CHILDREN SERVICES COUNCIL OF BROWARD COUNTY FOR THE IMPLEMENTATION OF THE 2024 “MOST” CAMP PROGRAM IN THE AMOUNT OF \$113,788.00 FOR THE PERIOD OF MAY 1, 2024, THROUGH AUGUST 31, 2024, TO PROVIDE FOR SUMMER CAMP OPPORTUNITIES FOR ELIGIBLE YOUTH; PROVIDING FOR A CITY MATCH IN AN AMOUNT NOT TO EXCEED \$14,232.00.

Summary
This resolution authorizes the City Manager to enter into an agreement and accept grant funding from the Children Services Council (CSC) in the amount of \$113,788.00 for the implementation of the 2024 Summer “MOST” Camp Program for the period of May 1, 2024 through August 31, 2024. The Children Services Council agreement requires a City Match in the amount of \$14,232.00.

Staff Recommendation

Background:

It is recommended that the City Commission authorize the City Manager to enter into an agreement and accept grant funding from the Children Services Council in the amount of \$113,788.00 for the implementation of the 2024 Summer “MOST” Camp Program. The Children Services Council agreement requires a City match in the amount of \$14,232.00.

Background:

The City of Lauderdale Lakes has received Children Services Council funding for Summer Camp Programming for several years. The proposed FY 2024 grant award is \$113,788.00 for the period of May 1, 2024 through August 31, 2024.

The Children Services Council Summer “Most” grant will benefit the City by providing a summer camp experience by supplying funding for staff, field trips, cultural art activities, supplies, and educational materials for program implementation. The Summer “Most” Camp places emphasis on enhancing participant’s academic, physical and social achievements. The academic components of the camp program allow students to maintain and/or enhance their educational achievement levels over the summer months. The Summer “Most” Program offers Project Based Learning academic enhancement activities taught by certified teachers using approved CSC curriculums. Campers will have scheduled sports and fitness activities to combat Childhood Obesity. In addition to sports and fitness, each child will partake in a Swim Central Water Safety course for drowning prevention. Also, the program includes a full range of cultural and interactive activities to improve the camp participants social skills and exposure to arts and culture and music.

Funding Source:

Children Services Council

Fiscal Impact:

FY2024

Sponsor Name/Department: Ericka Lockett/Parks and Human Services, Director

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
📎 Resolution 2024-032 CSC Summer Camp Agreement	Resolution
📎 CSC Agreement	Exhibit

1 RESOLUTION 2024-032

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE
5 AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT BETWEEN THE
6 CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY ("CSC") AND THE
7 CITY OF LAUDERDALE LAKES ("CITY") PROVIDING FOR THE CITY'S
8 ACCEPTANCE OF GRANT FUNDING FROM CSC FOR THE IMPLEMENTATION
9 OF THE 2024 MAXIMIZING OUT-OF-SCHOOL TIME ("MOST") INCLUSION
10 PROGRAM, CONTRACT NUMBER 22-2429 ("AGREEMENT"), IN AN ANNUAL
11 MAXIMUM AMOUNT OF ONE HUNDRED THIRTEEN THOUSAND SEVEN
12 HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$113,788.00), FOR THE
13 PERIOD OF MAY 1, 2024 THROUGH AUGUST 31, 2024, TO PROVIDE FOR
14 SUMMER CAMP OPPORTUNITIES FOR ELIGIBLE YOUTH; FURTHER
15 PROVIDING FOR A PARTIAL CITY MATCH OF AN AMOUNT NOT TO EXCEED
16 FOURTEEN THOUSAND TWO HUNDRED THIRTY-TWO AND NO/100
17 DOLLARS (\$14,232.00); A DRAFT COPY OF SAID AGREEMENT IS ATTACHED
18 HERETO AS **EXHIBIT A**, A COPY OF WHICH CAN BE INSPECTED IN THE
19 OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS;
20 PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN
21 EFFECTIVE DATE.
22

23 WHEREAS, the City of Lauderdale Lakes ("City") has received funding from the Children's
24 Services Council of Broward County ("CSC") for summer camp programming for several years by
25 and through the CSC Summer Maximizing Out-of-School Time ("MOST") Grant ("Grant");

26 WHEREAS, for the fiscal year 2024, City Staff deems it in the City's best interest and
27 recommends that the City enter into Contract No. 22-2429 ("Agreement") with CSC to receive
28 the Grant in the maximum amount payable of One Hundred Thirteen Thousand Seven Hundred
29 Eighty-Eight and No/100 Dollars (\$113,788.00) which amount provides funding for the
30 implementation of the 2024 Summer Most Camp Program for the period of May 1, 2024 through
31 August 31, 2024 ("Program");

32 WHEREAS, the receipt of the Grant is contingent upon the City's agreement to provide
33 matching funds for the Program in an amount not to exceed Fourteen Thousand Two Hundred

1 Thirty-Two and No/100 Dollars (\$14,232.00) for the period of May 1, 2024 through August 31,
2 2024;

3 WHEREAS, the desired populations for CSC MOST programs are children who are enrolled
4 in an education program and who are not participating or enrolled in other childcare
5 arrangements, and who are children of all abilities ages six (6) up to, and including twelve (12)
6 years old attending a charter school on the Priority School List or attending or residing in the
7 attendance boundary of a district school on the Priority School List, where 86% or more of the
8 children qualify for Free or Reduced Lunch, or schools designated to meet the CSC's Tax
9 Increment Financing commitment to Community Redevelopment Agencies;

10 WHEREAS, the Program places an emphasis on enhancing participants' academic,
11 physical, and social achievements;

12 WHEREAS, the academic components of the Program allow students to maintain and
13 enhance their educational achievement levels over the summer months. The Program offers
14 project-based learning academic enhancement activities taught by certified teachers using
15 approved CSC curricula. Program participants will also have daily scheduled sports and fitness
16 activities to help combat childhood obesity;

17 WHEREAS, in addition to sports and fitness, each participant will partake in a Swim Central
18 Water Safety Course for drowning prevention, as well as cultural, art, social studies, science,
19 music programs and interactive activities to improve the social skills of participants;

20 WHEREAS, City Staff has deemed it to be in the best interest of the City's residents,
21 families, and the student population to accept the CSC funding to provide a positive, safe
22 environment for youth that enhances academic achievement, supports social and physical

development, and strengthens youth relationships with adults and peers, within the context of their families, schools, and communities;

WHEREAS, the City further deems it prudent and in the City's health and welfare interest to contribute matching funds not to exceed Fourteen Thousand Two Hundred Thirty-Two and No/100 Dollars (\$14,232.00);

WHEREAS, the fiscal impact of the Agreement will be absorbed by the Grant and the City's General Fund; and

WHEREAS, there is adequate funding in the Fiscal Year 2024 Budget's General Fund to provide the requisite matching funds for the Agreement in an amount not to exceed Fourteen Thousand Two Hundred Thirty-Two and No/100 Dollars (\$14,232.00).

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

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby approves and authorizes the City Manager and City Clerk to execute and attest, respectively, Contract No. 22-2429 between the Children's Services Council of Broward County and the City of Lauderdale Lakes accepting the CSC Summer Maximizing Out-of-School Time ("MOST") Grant funds in the amount of One Hundred Thirteen Thousand Seven Hundred Eighty-Eight and No/100 Dollars (\$113,788.00) for the implementation of the MOST Program, in substantially the form as attached hereto as

Exhibit A; further approving matching funds in an amount not to exceed Fourteen Thousand Two Hundred Thirty-Two and No/100 Dollars (\$14,232.00) in accordance with Contract No. 22-2429.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City Manager, is hereby instructed to obtain three (3) fully executed copies of the Contract with one (1) to be delivered to the Children’s Services Counsel of Broward County, with one (1) to be maintained by the City, and with one (1) to be directed to the Office of the City Attorney.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. 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 APRIL 23, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Ericka Lockett, Parks and Human Services Director

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene-Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

AGREEMENT

between

Children's Services Council of Broward County

And

City of Lauderdale Lakes

For

**CSC Maximizing Out-of-School Time (MOST) Inclusion
PROGRAM**

**22-2429
CONTRACT NUMBER**

This Agreement, entered into this **1st day of May 2024**, by and between the CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY, an independent special tax district of the State of Florida, hereinafter referred to as "CSC," and City of Lauderdale Lakes, hereinafter referred to as "PROVIDER."

WHEREAS, this Agreement will enable PROVIDER to provide services, not otherwise funded by any other public funding source; and WHEREAS, funding given to PROVIDER has been found and declared to be for a public purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and agreed, the parties agree as follows:

1. TERMS OF AGREEMENT

The term of this agreement shall be for the period of **May 1, 2024, through August 31, 2024**. The Agreement may be renewed for time periods from **May 1, 2025, through August 31, 2025; and May 1, 2026, through August 31, 2026**, at the end of the term at the sole option of the CSC. These periods shall collectively be referred to as the "Agreement Term."

In the event that the CSC does not exercise a Renewal Option Period as stated above, the CSC may extend the existing Agreement for a period not to exceed nine (9) months. Such extensions shall be exercised at the sole discretion of the CSC in a written Amendment to the Agreement, changing the end date of the Agreement. The Amendment for extension shall be duly executed by the CSC. At the sole discretion of the CSC President/CEO, the CSC President/CEO may extend the expiration date of the term of this Agreement up to three (3) months upon written notice to PROVIDER.

PROVIDER understands and acknowledges that the funding will only be for the Agreement Term stated herein. This Agreement is renewable at the sole discretion of the CSC, contingent upon but not limited to the following:

- A. Continued demonstrated and documented need for the services or priority area of funding;
- B. Satisfactory program performance by PROVIDER; and
- C. The availability of funds from CSC.
- D. This Agreement may be terminated with cause or without cause in accordance with the provisions contained in the Termination of Agreement and Notice section of this Agreement.

2. SCOPE OF WORK

- A. PROVIDER agrees to provide the services and meet the performance measures set forth in Exhibit A, Scope of Work.
- B. Emergency Actions and Emergency Contract Changes: In the event of an immediate danger to public health, safety or welfare or in the event of substantial loss to CSC, the President/CEO is authorized to take such actions as the President/CEO deems reasonable or necessary in the circumstances, including without limitation, amendments, changes, waivers, suspensions, delays, terminations, etc. in then-existing awards, contracts, CSC policies and procedures, etc.; provided the circumstances of such emergency and such emergency actions are documented to the Council at the next meeting. In connection therewith, the President/CEO shall establish an equitable process for the review and consideration of requests by vendors or persons impacted by such emergency actions.
- C. PROVIDER agrees to attend seminars and/or training sessions as requested by CSC staff.
- D. PROVIDER agrees to comply with the Program Review/Reporting Requirements specified in the Program Review, Required Records, and Reports section of this Agreement.
- E. Background Screening: All staff who have contact with clients, their records, or supervise such individuals, must comply with Level 2 background screening and fingerprinting requirements in accordance with DCF screening requirements and all applicable federal, state, county, city, and other government agency background screening requirements. The program must maintain staff personnel files, in accordance with the state retention schedules, which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment. PROVIDER shall re-screen each employee, volunteer, and/or subcontractor every five years.

An **Attestation or Affidavit of Good Moral Character**, as applicable, must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children.

3. ORDER OF PRECEDENCE

The Bid Solicitation and PROVIDER Proposal Response are hereby incorporated by reference as a part of this Agreement in the following Order of Precedence: Executed Contract, Bid Solicitation Requirements, PROVIDER Application for Funding.

4. FUNDING AND METHOD OF PAYMENT

- A. The annual maximum amount payable by CSC to PROVIDER for the period of **May 1, 2024, through August 31, 2024**, shall be **\$113,788** ("Contract Amount").
- B. The PROVIDER agrees to provide a CSC-required Match in the amount of **\$14,232** for the period of **May 1, 2024, through August 31, 2024**.
- C. The CSC agrees to pay for units of service or other deliverables actually provided, invoiced and documented as specified in Exhibit A, Scope of Work. An original invoice, in the format prescribed by the CSC, is due on or before the tenth (10th) day of the month following the month in which services were rendered. CSC agrees to reimburse PROVIDER on a monthly billing basis.

In order to be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms as prescribed by CSC. Invoices and/or documentation returned to PROVIDER for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. CSC shall pay PROVIDER within thirty (30) calendar days of receipt of PROVIDER'S properly submitted invoice.

- D. The PROVIDER shall submit the invoice for the end of the CSC'S fiscal year, for payment to the CSC no more than fifteen (15) days after the last day of the month the contract is terminated. If the PROVIDER fails to do so, all rights to payment are forfeited and the CSC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the PROVIDER are received by the CSC and any necessary adjustments thereto have been approved by the CSC.
- E. In the event this Agreement provides for more than one service or program, the CSC Programs Manager may shift funding between services and/or program(s) components, at any time, upon written notice to PROVIDER; however, the Programs Manager may not increase funding in excess of the Contract Amount and the total of these adjustments shall not exceed twenty percent (20%) of the total Contract Amount.
- F. Submission of accurate, timely documentation and other requested information as required by CSC shall be considered a factor in evaluating future funding requests. Invoices and/or documentation returned to PROVIDER for corrections may not be considered as submitted and shall be cause for delay in receipt of reimbursement.
- G. **PROVIDER attests to CSC that no other reimbursement is available or used for invoiced services unless expressly authorized by CSC.** This Agreement specifically excludes Medicaid covered services provided to Medicaid certified clients. PROVIDER shall bill and pursue collection of third-party and client payments (where

applicable) for services rendered under this Agreement. In the event CSC pays PROVIDER for a service that later becomes eligible for Medicaid or other third-party coverage, then PROVIDER agrees to deduct the amount paid by CSC on its next invoice. In the event the PROVIDER has submitted a final invoice, PROVIDER shall reimburse CSC in the amount received by Medicaid or other third-party payor within (30) days of receipt of that Medicaid payment. Additionally, the PROVIDER must note in the client file the date when clients become eligible for Medicaid or other third-party payor. PROVIDER shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any service covered by this Agreement, and shall make all such records available to CSC upon request. PROVIDER shall report such fees; reimbursement, compensation or funding to CSC for such payments received which will be deducted from PROVIDER'S invoices.

- H. Capital equipment is defined for the purpose of this agreement, as items with an acquisition cost of \$1,500 or more and a life expectancy of more than one year. Capital tangible property purchased by contracted agencies, as permitted in the budget, is intended for CSC funded programs. CSC will work with the agency to tag the asset and to receive all information regarding the capital tangible property. Should a program not continue beyond the time that the equipment is fully depreciated (i.e. computer is depreciated over 3 years), all capital tangible property purchased with CSC funds is considered to be owned by the CSC and will be returned for use by another funded program. The contracted agency must initiate return of such capital tangible property to the CSC Programs Manager and the CSC MIS department. Ownership of the capital tangible property used by the contracted agency after the equipment is fully depreciated reverts to the contracted agency and will be removed from the CSC'S fixed asset system.
- I. PROVIDER shall submit a W-9 IRS form providing the name, address and Federal I.D. Number of the official payee to whom payment shall be made.
- J. It is PROVIDER'S responsibility to advise the CSC Programs Manager, in writing, of changes in name, address and/or telephone number.

5. PROGRAM REVIEW, REQUIRED RECORDS AND REPORTS

A. PROGRAM REVIEW:

PROVIDER agrees:

1. To assign appropriate staff as necessary to attend meetings with CSC staff to discuss issues and recommendations concerning quality of service, service delivery systems, coordination of services, consumer satisfaction, records maintenance, funding maximization, etc.
2. To provide full access at administrative and service delivery sites to CSC during all announced and unannounced visits, for the purpose of examination of records and data covered by this Agreement as well as observation of service delivery, and consumer/PROVIDER staff interaction. CSC and PROVIDER shall maintain

the confidentiality of Client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.

3. To make all records and files pertaining to Clients subject at all times to inspection, review and/or audit by CSC.
4. That, if documentation is not readily available, then payments may be suspended until such time as PROVIDER has rescheduled another program review appointment to occur within thirty (30) days.
5. To respond to any program review findings within the time frame specified therein, and that back-up documentation to be used to support the billings and outcomes provided shall be approved in writing by CSC staff.
6. That findings of program review reports, responsiveness to corrective action, and all the performance requirements of this Agreement and timeliness of requested information shall be considered factors in evaluating future funding requests.
7. To provide CSC access to records and client files developed relevant to this Agreement regarding assessment of Performance Measures beyond the expiration of this Agreement, in accordance with the state retention schedules, as may be applicable.
8. Any program review reports, evaluation reports and/or accreditation reports from other agencies or funding sources for similar services provided shall be submitted to CSC within thirty (30) days of receipt. Such reports shall be sent to the CSC Programs Manager.
9. If applicable, CSC and PROVIDER will execute a Business Associate Agreement in compliance with HIPAA (as hereinafter defined).

B. REPORTS:

PROVIDER agrees:

1. PROVIDER agrees to comply and participate in any data collection as required by the CSC. In the event that the PROVIDER is approached by a third party to participate in a program evaluation study of a CSC funded program, PROVIDER agrees to submit the request to CSC and obtain prior approval from CSC. If approved, PROVIDER agrees to furnish CSC with any and all related program evaluation reports.
2. Also, PROVIDER agrees to furnish CSC with any and all reports required in this Agreement within the accompanying time requirements as noted.
3. In the event services similar or identical to those covered under this agreement are purchased and/or subsidized in whole or in part by another public or private funding source, notice of funding specifics shall be submitted to the CSC Programs Manager.

4. **Statistical Demographic Report:** The PROVIDER agrees to maintain and report (where applicable) information on client demographics which includes last four digits of social security number, Broward County Schools student identification, age, gender, race, cultural influence, language spoken at home, country of birth, parental marital status, education levels and status in SAMIS or other format provided by, or approved in writing by, the CSC. PROVIDER agrees to track overall client household income, other benefits received, types of services provided, and other information as required by the CSC.
5. **Client Satisfaction Surveys:** The PROVIDER agrees to furnish the CSC with compiled results of any and all Client Satisfaction Surveys administered by the PROVIDER. Survey reports shall include the total number of surveys administered/mailed and the total number of surveys completed/returned. Upon CSC request, PROVIDER shall submit raw data from all administered Client Satisfaction Surveys.

The CSC may, at its discretion, administer or require the PROVIDER to administer Client Satisfaction Surveys, as deemed necessary. PROVIDER shall provide necessary client information and facilitate the administration of client satisfaction surveys, as directed by the CSC.

6. **Client Performance Measure Data Reporting:** The PROVIDER shall submit Client Performance Measure data, in the format provided by the CSC, within time frames specified by the CSC. The PROVIDER shall also report any barriers experienced in performance measurement achievement. The report should also include any noteworthy activities that have occurred during the term of this Agreement and such other information as requested.
7. **Actual Expenditure Report:** The PROVIDER shall submit to the CSC an Actual Expenditure Report which reports by line item actual expenditures incurred in the performance of this contract. The report shall be submitted in a format to be provided by the CSC. Such expenditure information will be used to compile historical unit cost data and to analyze appropriate funding levels. Significant discrepancies between budgeted and actual costs may result in recoupment of funds. A final Actual Expenditure Report shall be submitted through SAMIS by the PROVIDER within sixty (60) days after the end of the contract.

C. OTHER REQUIREMENTS:

1. INTERNAL DOCUMENTATION

PROVIDER agrees to maintain, in accordance with the state retention schedules, the following, as applicable: (1) Personnel files including hiring records, job descriptions, policies, evaluation procedures, and background screening results, (2) Authorized time sheets, records, and attendance sheets, (3) Daily activity log and monthly calendar, (4) Signature of person at sites authorizing presentations, (5) Training modules, (6) Pre and post session questionnaires, (7) Client information release form, (8) Community Resource Inventory Organizational Profile update, (9) Emergency Disaster Plan and (10) Such other information as

requested by CSC. PROVIDER and its subcontractors will further provide service records as provided in Chapter 65E-14, Florida Administrative Code.

2. UNITS OF SERVICE

PROVIDER shall document and maintain client records, in accordance with the state retention schedules, that reflect individual beginning and ending service times, dates of service and nature of service for all units of service provided under this Agreement.

3. TRACKING SYSTEM REQUIREMENTS

PROVIDER shall comply with the CSC'S Services and Activities Management Information System (SAMIS), as applicable, identifying all Clients referred to and from the program(s) funded under this Agreement. This shall include, but not be limited to, client information related to client demographics, and identification, referral sources, performance measurement data, service provision data and fiscal activities for all programs funded under this agreement.

4. PRO CHILDREN ACT COMPLIANCE

The PROVIDER shall comply with Public Law 103227 Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor area routinely used or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education or library programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in the private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

5. REVENUE MAXIMIZATION DOCUMENTATION

PROVIDER agrees to comply with any and all reporting and documentation requirements necessary for eligibility for Federal, State and other match funding opportunities to CSC for services provided under this Agreement, e.g., Title IV-E of the Social Security Act, Temporary Assistance for Needy Families (TANF) Block Grant, Medicaid Targeted Case Management, etc.

The PROVIDER shall complete, as applicable, all necessary and appropriate forms for all clients served under this Agreement. This data will be used by the CSC in federal funding revenue maximization efforts. All eligibility information shall be reported to the CSC quarterly, unless otherwise specified by the CSC, and copies of all eligibility forms shall be retained in the individual client/family case files and available for unannounced review by the CSC. Such eligibility information shall not be used as a determination of client eligibility for program services funded under this Agreement.

6. TERMINATION OF AGREEMENT AND NOTICE

- A. It is the intent of the CSC to assure consistent and orderly delivery of children's services. It is the further intent of the CSC to terminate Agreements only in those situations where such action is essential for the protection of its interest and the interests of children, as determined by the CSC.
- B. This Agreement may be terminated by the PROVIDER without cause upon no less than **forty-five (45)** days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. This Agreement may be terminated by the CSC without cause upon no less than **forty-five (45) days** written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- D. In the event that funds needed to finance this Agreement become unavailable, the CSC may terminate the contract upon no less than twenty-four (24) hours notice in writing to the PROVIDER. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management to provide 30 days notice for Termination for Lack of Funds. The CSC shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.
- E. In addition to the rights set forth in sub paragraphs C and D above, this Agreement may be terminated by the CSC with cause upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC at its discretion may waive any breach by the PROVIDER in writing, but such waiver shall not constitute a waiver of any further breaches, including breaches of the same type.
- F. The above provision shall not limit the CSC'S right to remedies at law or to damages.

7. AUDIT RIGHT AND RETENTION OF RECORDS

CSC shall have the right to audit the books, records, and accounts of PROVIDER that are related to the Scope of Work under this Agreement. PROVIDER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Work under this Agreement. As defined in the Florida Single Audit Act, the PROVIDER agrees to allow the CSC, the comptroller, the Auditor General or other auditing body access to its records as required by the Florida Single Audit Act as set forth in §215.97, Florida Statutes, as may be amended from time to time.

PROVIDER shall preserve and make available, at reasonable times for examination and audit by CSC, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the Agreement Term of this Agreement and for five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books,

records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CSC to be applicable to PROVIDER'S records, PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PROVIDER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CSC'S disallowance and recovery of any payment upon such entry.

8. PUBLIC RECORDS LAW COMPLIANCE

CSC is a public agency in Florida and as such, PROVIDER'S records pertaining to this Agreement are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). PROVIDER is required to, and does hereby agree to, comply with all applicable public records laws, including, without limitation:

- A. PROVIDER will keep and maintain public records required by CSC to perform the service hereunder;
- B. Upon request from CSC'S custodian of public records, PROVIDER will provide CSC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- C. PROVIDER will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if PROVIDER does not transfer the records to CSC.
- D. Upon completion of the Agreement, PROVIDER will transfer, at no cost, to CSC all public records in possession of PROVIDER or keep and maintain public records required by CSC to perform the service. If PROVIDER transfers all public records to CSC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSC, upon request from CSC'S custodian of public records, in a format that is compatible with the information technology systems of CSC.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CSC CUSTODIAN OF PUBLIC RECORDS AT (954) 377-1000; records@cscbroward.org; 6600 WEST COMMERCIAL BLVD., LAUDERHILL, FL 33319.

9. OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, studies, films, books, tapes, recordings, curricula, statistical compilations, materials, presentations, media materials, pamphlets, flyers, software and any other data and documents provided or created in connection with this Agreement (herein referred to as "Documents") are and shall remain the property of CSC. Upon termination of this Agreement, all documents prepared by PROVIDER, whether finished or unfinished, shall become the property of CSC and shall be delivered by PROVIDER to the CSC, at CSC request, within seven (7) days of termination of this Agreement by either party. Any compensation due to PROVIDER shall be withheld until all documents are received as provided herein. PROVIDER nor its officials, agents or employees shall cause the copyright or trademark of any Documents (as defined herein) that are provided or created in connection with this Agreement without the prior written approval of CSC, in its sole discretion.

10. INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor under this Agreement. Services provided by PROVIDER shall be by employees of PROVIDER and subject to supervision by PROVIDER, and not as officers, employees, or agents of the CSC. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of PROVIDER.

11. SUBCONTRACTING

PROVIDER shall not assign the responsibility of this Agreement to another party or subcontract for any of the work contemplated under this Agreement, without prior written approval of the CSC Programs Manager. No such approval by the CSC Programs Manager shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the CSC in addition to the total dollar amount stated in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the CSC shall deem necessary.

12. FINANCIAL STATEMENTS

- A. Within 180 days of the close of its fiscal year, PROVIDER agrees to submit to the CSC a certified independent fiscal audit of all its corporate activities and any accompanying management report(s) issued in conjunction with the audited financial statements. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS). If PROVIDER is subject to an audit under the guidelines consistent with: 1.) Government Auditing Standards (GAS), issued by the Comptroller General of the United States; 2.) Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidelines"); or 3.) The Florida Single Audit Act, §215.97, Florida Statutes, and rules of the Auditor General of Florida, then a single bound report is to be provided to the CSC. Audit extensions may be granted in writing by the CSC Programs Manager upon receipt in writing of such request with appropriate justification by the PROVIDER.

- B. As audited financial statements are annually reviewed utilizing the Financial Viability Test in the normal course of business, the fiscal viability status will be reassessed. Depending on the outcome, a fiscal sponsor may or may not be needed for the subsequent contract period.
- C. Supplanting: The PROVIDER shall not use funds provided by the CSC to replace funds from other funding sources.

13. BOARD MEMBERS AND MEETINGS

Within 30 days of the effective date of this Agreement, PROVIDER will submit to the CSC a calendar of its scheduled Board meetings for the current fiscal year and an updated list of Board Members.

14. PUBLICIZING CSC SUPPORT

The PROVIDER shall make a concerted effort to promote the CSC and the PROVIDER as partners for these program services in accordance with CSC guidelines on "How to Acknowledge CSC Funding". PROVIDER shall identify the CSC'S support on its letterhead, agency newsletter, annual reports and any other printed materials, display CSC support through banners and flyers and utilize every reasonable opportunity to publicize the funding received from the CSC. CSC agrees to provide PROVIDER with a camera-ready logo for such use.

15. PUBLICATIONS

PROVIDER agrees to supply the CSC, without charge, up to three (3) copies of any publication developed in connection with implementation of programs addressed by this Agreement. Such publications will state that the program is supported by the CSC. PROVIDER agrees that the CSC will have unlimited use of copyrighted materials developed under this Agreement.

16. CONFIDENTIAL INFORMATION

The PROVIDER, its agents, employees or subgrantees will not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and any applicable federal regulations (45 CFR, Part 205.50) except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

Written Statement of Purpose(s) for Collection of Partial Social Security Numbers:

In accordance with Florida Law, PROVIDER shall inform all CSC funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses partial social security numbers (last four digits) from its participants and the parents/guardians of such participants. CSC-funded programs shall provide all individuals from whom it collects a partial social security numbers with a copy of a written statement that includes the following:

"The Children's Services Council of Broward County ("CSC") collects and uses partial social security numbers (last four digits) of participants of CSC-funded programs and the parents/guardians of such participants so that CSC may collect and use data from other agencies for comparison purposes in order for CSC to track and measure the impact of CSC-funded programs and services and to assist CSC with maintaining and improving successful programs and services. All individual information will be safeguarded and will

not be disclosed. CSC'S collection of the partial social security numbers from its participants and the parents/guardians of such participants is imperative for the performance of CSC'S duties and responsibilities as prescribed by law. The partial social security numbers collected by CSC shall not be used by CSC for any purpose other than the purpose provided in this written statement."

17. NOTIFICATION FOR USE OF PARTICIPANT DATA

PROVIDER agrees to inform recipients of services of myriad uses of data by the CSC.

Written Statement of Purpose for Authorizing Collection of Data for Evaluation, Research, and Care Coordination

PROVIDER shall inform all CSC-funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses data from its participants and the parents/guardians of such participants. CSC-funded programs shall provide all individuals enrolled in their programs with a copy of a written statement that includes the following:

"In order to continue funding programs like this one, Children's Services Council of Broward County ("CSC") and authorized users conducts research, evaluation and care coordination to see how participants do while in the program, as well as after they leave the program. In addition to performance measurement data collected from participants in their program, CSC research staff may give participants additional surveys and assessments. CSC may also collect information on participants after they complete the program. The information collected after participants leave the program will come from county and state public databases like the Florida Department of Education, the Florida Department of Juvenile Justice, etc. CSC has created many safeguards to protect participants' privacy and to prevent unauthorized use or access to it. CSC is not allowed to release any of participants' personal information (Open Government Sunset Review Act; Section 119.15, F.S.) unless express informed consent is received from the parent or guardian of a participant under the age of 18 or from an adult participant over the age of 18 to release the participant's personal information to CSC'S PROVIDER to better meet the needs of the participant."

18. NOTIFICATION FOR USE OF PARTICIPANT EDUCATION RECORDS

This section is applicable to all programs that exchange any school-related data and/or information with the parent/guardian/caregiver, child, or school either formally or informally.

PROVIDER is required to inform recipients of services of the uses of education records by the PROVIDER and to secure informed consent for the use of School Board of Broward County data. If the parent/guardian provides school data, consent is not required.

19. SECURITY OBLIGATIONS

PROVIDER shall maintain an appropriate level of data security for the information the PROVIDER is collecting or using in the performance of this contract. This includes, but is not limited to, approving and tracking all PROVIDER employees that request system or information access and ensuring that user access has been removed from all terminated PROVIDER employees. PROVIDER shall report any security breaches immediately to the CSC Programs Manager.

20. CLIENT RISK PREVENTION AND INCIDENT REPORTING

- A. PROVIDER shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll- free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, FLORIDA STATUTES, this is binding upon both the PROVIDER and its employees.
- B. In the event of critical incidents such as serious client accident, injury or death, PROVIDER shall advise the CSC Programs Manager immediately by phone and in writing within twenty-four (24) hours. All pertinent information such as Agency Incident Reports, Police Reports, actions taken, etc., shall be furnished by the PROVIDER to the CSC Director of Program Services within twenty-four (24) hours of the incident, or receipt of such information.

21. NONDISCRIMINATION

Programs receiving funding from the CSC shall not discriminate against an employee, volunteer, or participant of the PROVIDER on the basis of race, color, gender, sexual orientation, religion, national origin, citizenship, disability, or age except that programs may target services for specific participant groups as defined in the application. Additionally, agencies receiving funds shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CSC, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the parties shall take affirmative steps to ensure nondiscrimination in employment of persons with disabilities.

22. INDEMNIFICATION CLAUSE

Any PROVIDER who is a state agency or subdivision, as defined in Chapter 768.28, Florida Statutes, agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any PROVIDER to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract or under this Agreement.

Any PROVIDER who is not a state agency or subdivision, as defined in Chapter 768.28, Florida Statutes, shall at all times hereafter indemnify, hold harmless and, at CSC'S option, defend or pay for legal representation to defend CSC, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees (including at all levels of appeal), court costs, and expenses, caused by negligent act or omission of PROVIDER , its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The provision of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CSC, any sums due PROVIDER under this Agreement may be retained by CSC until all of CSC'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CSC. The parties agree that such indemnification obligations shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

23. INTELLECTUAL PROPERTY RIGHTS

The PROVIDER will indemnify and hold harmless, CSC from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by CSC. If the PROVIDER uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with CSC.

24. INSURANCE

- A. PROVIDER shall maintain in force for the term of this Agreement comprehensive general liability in the minimum amount of five hundred thousand dollars (\$500,000) per occurrence bodily injury and property damage combined single limit. Such policy will be evidenced by a Certificate of Insurance which reflects CSC as an additional insured and provides thirty (30) days prior written notice of cancellation. The Certificate of Insurance shall also be in compliance with Florida Statute 440 (Workers' Compensation Law).

Further, PROVIDER will maintain professional liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) for each claim, subject to insurance market availability and affordability. Such policy will be evidenced by a Certificate of Insurance which provides thirty (30) days prior written notice of cancellation.

Each renewal of the respective Certificate of Insurance provided for above shall be submitted to the CSC. Failure to submit a current Certificate of Insurance shall result in suspension of any monies due and owing for any outstanding invoice of the PROVIDER by the CSC. PROVIDER shall submit a copy of their current Certificate of Insurance to the CSC when this Agreement is signed with renewals of same annually thereafter.

- B. PROVIDER may provide this required insurance through a self-insurance program approved by CSC in its sole discretion.

25. FORCE MAJEURE

Delays in the performance of any obligation arising hereunder by any party shall be excused for so long as the delay of performance is a result of circumstances or occurrences of "Force Majeure" (as hereinafter defined) beyond the reasonable control of the party whose performance is excused hereunder, provided that such party: (i) shall immediately resume performance after the cause of the delay is removed; and (ii) shall during such delay be reasonably diligent in avoiding further delay. "Force Majeure Event" means an event which materially interferes with the ability of a party to perform its obligations or duties hereunder which is not within the reasonable control of the party affected, and which could not with the exercise of diligent efforts have been avoided, including, but not limited to, war, rebellion, hurricane, earthquake, pandemic, epidemic, fire, accident, strike, riot, civil commotion, act of God, changes in laws, rules, regulations, or any other cause of any kind whatsoever which is beyond the reasonable control of a party, or any government response, reaction or restriction related to any of the foregoing.

26. AMENDMENTS: ASSIGNMENTS

- A. 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. However, the Programs Manager for the CSC may sign a modification, amendment or alteration to the terms and conditions of this Agreement where there is a change to Exhibit A, Scope of Work, to reduce the Contract Amount, or to change Performance Measures.
- B. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of CSC. The PROVIDER herein shall not assign payments under this contract or agreement without the prior written consent of CSC.

27. WAIVER OR BREACH

Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

28. DEFAULT

In the event that the awarded PROVIDER(S) should breach this contract, CSC reserves the right to seek remedies in law or in equity.

29. REPRESENTATIONS AND ACKNOWLEDGMENTS

- A. PROVIDER represents to CSC that upon the execution of this Agreement and continuing throughout the Agreement Term the following are true and correct. In the event that any of the following representations become at any time not true, the PROVIDER shall immediately provide written notice of same to the CSC Programs Manager.
 - 1. There have been no events that could have a material effect on PROVIDER'S operations or financial stability.

2. PROVIDER has no knowledge of any violations of laws or regulations the effects of which should be considered by CSC prior to entering into this Agreement.
3. There are no material transactions that have not been properly recorded in the appropriate document(s) or disclosed.
4. Related party transactions as defined by generally accepted accounting principles and related amounts receivable or payable have been properly recorded or disclosed.
5. It maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where PROVIDER is operating a facility or providing a service where any type of licensure is required, including, but not limited to federal, state, county and local law.
6. PROVIDER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CSC'S satisfaction for the agreed compensation.
7. PROVIDER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PROVIDER'S performance and all interim and final product(s) provided to or on behalf of CSC shall be comparable to local state and national best practice standards.

B. PROVIDER acknowledges that:

1. Verification of liability protection, shall accompany this Agreement upon execution of this Agreement by PROVIDER.
2. Information, guidance and technical assistance offered by the CSC Programs Manager, or any other staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by the CSC and should not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.

30. PUBLIC ENTITIES CRIMES ACT

PROVIDER represents that the execution of this Agreement will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which generally provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CSC, may not submit a bid on a contract with CSC for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSC, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with CSC, and may not transact any business with CSC in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Violation of this statute shall result in cancellation of this Agreement and recovery of all monies paid hereto, and may result in debarment from CSC'S competitive procurement activities.

31. GOVERNING LAW AND VENUE

This Agreement shall be governed, construed, and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Court in and for Broward County, Florida.

32. COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local government laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

33. SEVERABILITY

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CSC or PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

34. CIRCULARS, STATUTES, AND COMMON RULES

The source of the CSC'S funding is local dollars; thus the PROVIDER does not need to conduct a separate single audit under this contract. The PROVIDER shall use the following Circulars as a guideline for managing the CSC'S funding:

- A. Uniform Guidance: The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").
- B. The Florida Single Audit Act, §215.97, Florida Statutes.

35. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Subject to and in accordance with HIPAA, both parties agree to satisfy the standard for personal health information contained in the federal and state statutes and regulations, including, without limitation, any regulations promulgated under HIPAA (Health Insurance Portability and Accountability Act), as applicable. It is expressly understood by the parties that where CSC is funding services, CSC personnel and/or its agents shall have access to protected health information (hereinafter known as "PHI") for the purposes of compliance monitoring, quality assurance activities, and auditing. These provisions do not preclude CSC from disclosing protected health information to report unlawful conduct in accordance with 45 C.F.R. 164.502(j) (as may be amended from time to time).

Where required, PROVIDER shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of PROVIDER and/or CSC'S uses of client's PHI. The requirements to comply with this provision and HIPAA shall survive the expiration or earlier termination of this

Agreement. The parties to this Agreement do not believe that a business associate or trading partner relationship (as defined by the Health Insurance Portability and Accountability Act or "HIPAA") exists between PROVIDER and CSC with regard to this Agreement; however if the Programs Manager subsequently determines that such a relationship exists, the parties agree to enter into an appropriate agreement using the form of such agreement to be provided by Programs Manager in his/her sole and absolute discretion at that time.

36. TELEHEALTH AND VIRTUAL SERVICES

Telehealth and virtual care allow for the delivery of healthcare services from a distance to eliminate barriers to service delivery. Telehealth has been utilized for decades, but the COVID-19 pandemic has accelerated its adoption. Telehealth and virtual care services can include case management, mental health services, prevention services, educational services, and more. CSC Providers utilizing telehealth services through remote communication technologies are subject to HIPAA compliance. If a Provider utilizes telehealth that involves protected health information (PHI), the entity must meet the same HIPAA requirements that it would for a service provided in person. Providers should always use private locations, and program participants should not receive telehealth services in public or semi-public settings. If telehealth cannot be provided in a private setting, Providers shall implement reasonable HIPAA safeguards to limit incidental uses or disclosures of PHI. Some technology vendors that are HIPAA compliant and utilize additional privacy protections for telehealth include Skype for Business/Microsoft Teams, Updox, VSee, Zoom for Healthcare, Doxy.me, Google G Suite Hangouts Meet, Cisco Webex Meetings/Webex Teams, Amazon Chime, Go To Meeting, and Spruce Health Care Messenger.

37. PROHIBITED APPLICATIONS

Pursuant to Florida Statutes, Section 112.22, all persons, including Provider and its employees, agents and/or subcontractors, are prohibited from downloading or accessing any "prohibited application" (as designated quarterly by the Florida Department of Management Services) on any CSC (or CSC-provided) public or private network, computer, tablet, telephone or other device.

38. JOINT AND SEVERAL LIABILITY

If PROVIDER consists of more than one entity, each entity shall be jointly and severally liable and responsible for the performance of all obligations of PROVIDER hereunder.

39. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail, pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the Florida Uniform Electronic Transaction Act, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and to be valid and effective for all purposes. Each person executing and delivering this Agreement for a Party hereby represents and warrants that they have been authorized by such Party, and that they have the full power and authority, to execute and deliver this Agreement for such Party and that they personally have executed and delivered this Agreement (whether manually or electronically as stated above) for their respective Party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as evidenced by each signature.

This **30** page contract, inclusive of Exhibit A, Scope of Work, is hereby executed as follows:

Approved as to form by:

JOHN MILLEDGE, ESQ.
699 North Federal Highway
Suite 300
Ft. Lauderdale, FL 33304

John Milledge, Esq.

In accordance with Florida Statutes Section 215.4725, 215.473 and 287.135 (the "Applicable Law"), Provider certifies that (a) it has read and understood the Applicable Law, (b) it is not engaged in business operations or activities in Cuba, Iran, Sudan or Syria, (c) it is not engaged in a boycott of Israel, and (d) it is not listed on any list of Scrutinized Companies engaged in activities or boycotts described in (b) or (c), all as described in the Applicable Law. Pursuant to the Applicable Law, Provider agrees that CSC may immediately terminate this Agreement for cause if the Provider is found to have submitted a false certification, or is engaged in any activities or boycotts described in (b) or (c) above, or is placed on any list of Scrutinized Companies under the Applicable Law.

In accordance with Florida Statutes Section 448.095, and under penalties of perjury, the undersigned contractor/PROVIDER swears and affirms that it has read the following statement and that it is true:

- (a) Contractor/PROVIDER uses, and will use, the E-Verify system to verify the work authorization status of all newly hired employees, contractors, and subcontractors and of all employees, contractors, and subcontractors working for Contractor/PROVIDER;
- (b) Contractor/PROVIDER does not, and will not, employ, contract with, or subcontract with an unauthorized alien;
- (c) Contractor/PROVIDER has obtained, and will obtain, affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- (d) Contractor/PROVIDER will maintain a copy of any such subcontractor affidavits for the duration of the applicable CSC contract; and
- (e) Contractor/PROVIDER hereby acknowledges and agrees that applicable Florida law requires the following:
 - (1) A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Florida Statutes s.448.09(1) shall terminate the contract with the person or entity.
 - (2) A public agency that has a good faith belief that a subcontractor knowingly violated this subsection 448.09(1), but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate

- the subcontract with the subcontractor.
- (3) A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

PROVIDER:

City of Lauderdale Lakes

CSC:

SIGNED

BY: Treasa Brown-Stubbs

NAME: _____

TITLE: City Manager

SIGNED

BY: _____

NAME: Dr. David H. Kenton

TITLE: Chair

Provider Federal Identification #: 59-0974050

Attachment: Exhibit A

If two witnesses above, then no notary attestation is required below.

Provide notary attestation for Provider's signature below:

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this _____ day of _____, 2024,

by _____ as _____

on behalf of _____

(Name of Entity)

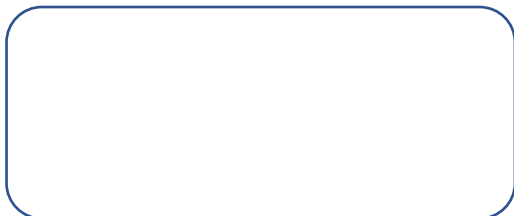
(Name of Signatory)

(Title)

Personally known _____ **OR** Produced Identification _____

Type of identification produced: _____

(Seal)



Notary Public – State of Florida

EXHIBIT A

SCOPE OF WORK

Agency Name: City Of Lauderdale Lakes
Program Name: CSC Maximizing Out-of-School Time (MOST) Inclusion
Contract #: 22-2429

1. PROGRAM RATIONALE

The intent of CSC Maximizing Out-of-School Time (MOST) programs is to provide school-year and summer programming that enhances academic achievement, supports social and physical development, and strengthens children's relationships with adults and peers within their families, schools, and communities, thereby strengthening children's protective factors and reducing risk factors. Services shall be provided in the most inclusive and least restrictive environment where all children can be successful.

Service Goal 7.1: Out-of-School Time - Improve the availability and quality of out-of-school time programs to promote school success of children living in economically disadvantaged neighborhoods.

Objective 2: Provide quality out-of-school programs to support school success for children living in economically disadvantaged neighborhoods.

Objective 3: Provide quality summer-only programs to promote school success for children living in economically disadvantaged neighborhoods.

Statement of Desired Community Results

- A. Children from neighborhoods with high poverty rates in Broward County will have safe, supervised, fun, and productive out-of-school time experiences.
- B. Families with children with developmental, physical, or behavioral health conditions have access to support services and safe, supervised, and productive out-of-school time experiences that maximize life outcomes.

2. PROGRAM DESIGN

A. Desired Population

The desired populations for CSC Maximizing Out-Of-School-Time (MOST) programs are children who are enrolled in an education program and who are NOT participating or enrolled in other childcare arrangements, AND who are:

Children of all abilities ages 6 up to, and including, 12 years old attending a charter school on the Priority School List OR attending or residing in the attendance boundary of a district school on the Priority School List, where 86% or more of the children qualify for Free or Reduced Lunch (MOST RFP 2022 Priority School List), or schools

designated to meet the CSC's Tax Increment Financing commitment to Community Redevelopment Agencies (CRAs). The Priority School List is hereby incorporated by reference and is effective for all consecutive renewal terms covered by this RFP.

B. Service Delivery Components

Program services shall be provided by the PROVIDER to address the specific needs of participants. They shall include:

- **Supplemental Activities:** Supplemental learning activities shall be offered as time allows. Activities shall be creative, fun, and designed to foster a love of learning, incorporating a varied use of learning modalities. Examples include:
 - Arts and Crafts
 - Chess
 - Building Blocks and Fine Motor Manipulatives
 - STEAM (Science, Technology, Engineering, Art, Mathematics)
 - Literacy Activities
 - Board Games
 - Digital Game-Based Learning
- **Reading Explorers Program:** Florida International University's (FIU) Reading Explorers Program (REP) offers services to PROVIDERS and families to help improve children's foundational reading and reading comprehension skills.

The PROVIDER shall communicate regularly with REP, including providing ongoing lists of all rising kindergarten, rising first grade, and rising second grade children attending the program and collecting the necessary parent consent forms and parent questionnaires and providing original signed forms to REP staff. The PROVIDER shall designate space for small group reading activities and participate in family literacy engagement activities and book giveaways coordinated with REP.
- **Project Based Learning:** Project Based Learning (PBL) is the primary focus in the summer. All academic components shall be included in the PBL lesson plan and aligned with the Florida Academic Standards. These include STEAM (science, technology, engineering, art, and math), reading, writing, and social studies. There is no minimum time requirement for individual academic components incorporated into the PBL theme. A minimum of two hours per day of PBL shall be offered daily by a teacher. Teachers shall be scheduled for four (4) hours of planning time per week, and PBL themes must be a minimum of one (1) week in length.
- **Physical Fitness:** The CATCH curriculum shall be implemented a minimum of 60 minutes per day in the summer. A variety of planned fitness activities shall be fun, engaging, promote teamwork, and provide moderate to vigorous activity for the duration of the lesson. The fitness component shall also ensure inclusivity for children of all ability levels.
- **Healthy Snacks and Meals:** The PROVIDER shall use mealtime to discuss nutrition and healthy lifestyle choices. The PROVIDER must provide nutritious snacks and meals to the children as follows:

Page 22 of 30

- Children shall be provided a morning snack or breakfast, lunch, and an afternoon snack. The PROVIDER must apply to the Summer BreakSpot Program. The PROVIDER must request to serve a breakfast or morning snack and lunch in the application. During the summer, for those eligible to participate in the Summer Food Service Program (SFSP) program, breakfast or morning snack and lunch shall be provided. An afternoon snack shall be purchased and provided by the PROVIDER through the CSC grant.
- **Nutrition Education:** Nutrition education shall be delivered using creative methodologies through CATCH Kids Club to educate children about proper nutrition and a balanced diet. Activities shall reinforce the skills needed to select and prepare healthful meals and snacks, guide physical activity patterns, and foster an environment of peer support.
- **Social Emotional Learning:** Social-emotional learning shall be utilized daily. Components and activities that enhance social skills shall be interwoven throughout the overall program design and follow the Promoting Alternative Thinking Strategies (PATHS) curriculum. Social skills activities shall be presented, in the standard lesson format, interactively, creatively, and in a way that will promote positive self-esteem, pro-social peer relationships, and good citizenship. The PATHS KID of the Day shall be performed daily with fidelity.
- **Family Engagement and Partnering with Families:** A minimum of two (2) family engagement initiatives shall be incorporated. It is recommended to include family education on community services and available resources during family engagement activities.
- **Cultural Arts and Enrichment Activities:** An array of high-quality experiences that expose children to art and culture, music, social studies, science, and enrichment activities shall be offered throughout the school year and summer. Cultural arts and enrichment activities shall include off-site field trips and on-site shows and presentations.
 - A minimum of one (1) enrichment activity shall be planned for each week of summer programming and shall include at least three (3) cultural arts activities. It is recommended that these cultural arts and enrichment activities be an extension of the Project Based Learning themes.
(<http://www.broward.org/Arts/ArtsEducation/Pages/ArtsEducationDirectory.aspx>)
- **Drowning Prevention and Water Safety:** Children shall attend 6-8 in-water, participatory safety lessons provided by Swim Central during the summer. The classes shall expose children to water safety and swimming skills.

D. Numbers Served

A minimum of **120** children will be served.

E. Hours of Operation

The PROVIDER shall operate the program June 17, 2024, through August 2, 2024, Monday through Friday, and be closed June 19, 2024, in observance of Juneteenth and July 4, 2024, in observance of Independence Day. Hours of operation shall be from 7:30 a.m. until 6:00 p.m.

F. Other Requirements

Lesson Plans: Each group or class shall have a written and followed plan of scheduled activities posted in a public location accessible to families. The written plan shall list the activity, the day of the week, and the scheduled time frame.

Dual Enrollment: Children participating in 21st Century Community Learning Center programs or another afterschool programming cannot be dually enrolled in any CSC MOST program occurring during the same time. (Programs manager must approve exceptions.)

Safety: No child shall be released to any person(s) other than the person(s) authorized by the parent/guardian.

Emergency Food Provisions: The PROVIDER must have emergency food provisions on-site to be used as needed.

Meaningful Inclusion: Children enrolled in out-of-school time programs may need accommodations and support to participate in a program successfully. The PROVIDER shall strive to address each child's unique needs individually, regardless of diagnosis or disability. In accordance with State and Federal laws, children with special needs shall be afforded the same opportunities as their typically developing peers. It is expected that programs funded for out-of-school time programs shall consider the needs of all children enrolled and include children with special needs to the fullest extent possible. All programs shall provide positive experiences for children that capitalize on the success they experience during the regular school day and model successful behavior management strategies, including positive reinforcement and redirection, that are proven beneficial in early childhood.

The PROVIDER shall be required to work with the Inclusion Supports provider to ensure high-quality inclusion is at the forefront of their programming, including assistance in developing or refining policies, procedures, and tools to carry out inclusive best practices.

Important Note: In the event of a health emergency and/or natural disaster, CSC reserves the right to approve the Provider using alternate methods of service delivery, such as virtual programming and/or hybrid programming (a combination of direct services and virtual services), and to revise the Provider reporting requirements (i.e. invoicing, performance measures) accordingly. Number of children/youth to be served and unit costs are also subject to change based upon any such changes.

3. PROGRAM SITES CHART

The PROVIDER shall provide program services at the following location(s):

Site Name	Street Address	City	Zip Code	Site Location Type	# Served - School Year	# Served - Summer
Willie Webb Sr. Park	3601 NW 21 st Street	Lauderdale Lakes	33311	Park/ Public Community Center	0	120

Upon request, the PROVIDER shall provide the CSC a copy of the Agreement to use space from the site location owner to the PROVIDER authorizing the use of the site for the program. The PROVIDER shall obtain approval from the CSC in writing before any site change. Site changes are subject to CSC approval.

4. STAFFING CHART

Staff positions, qualifications, and duties shall be as described in the following chart:

# of staff	Position/ Job Title	CSC Position Code	Education/ Training	Experience	Primary Duties	% of Time in Program
3 PT	Certified Teacher	DS/Pf/Tch	Bachelor's Degree from an accredited college or university and a Teaching Certificate	Minimum of 1 year working as a school teacher	Deliver a robust and stimulating Project Based Learning Curriculum to summer camp participants. Create and deliver a PBL lesson plan to align with Florida standards.	100%
1 PT	Data Entry / Receptionist	AS	High School Diploma	Minimum of 1 year of clerical experience, Microsoft Excel knowledge preferred	Accurately enter program attendance and statistical data into the SAMIS platform.	100%
1 PT	Fitness Instructor	DS/P/Oth	High School Diploma Fitness or Trainer Certification	Minimum of 2 years of experience leading physical activities	Provide quality instruction in physical education using the CATCH curriculum.	100%
8 PT	Recreation Aide	DS/P/Coun	High School Diploma	Minimum of 1 year of experience in recreation programs with children	Directly interact with and supervise children.	100%

# of staff	Position/ Job Title	CSC Position Code	Education/ Training	Experience	Primary Duties	% of Time in Program
1	Site Coordinator	PM	Bachelor's Degree	Minimum of 2 years of supervisory or teaching experience	Collect and compile required data and reports, supervise recreation aides, and coordinate field trips and lunch distribution.	100% Match
1	Site Supervisor	PM	Bachelor's Degree	Minimum of 3 years of supervisory or teaching experience	Supervise staff, implement and plan program schedules and activities, and track and monitor the daily attendance of participants.	100% Match

The staffing chart and the aligned proposed budget are the basis for this contract's Unit of Service cost. Any staffing pattern changes, differences in the corresponding salary/benefit costs, or prolonged vacancies must promptly be reported to your CSC programs manager. If there are significant divergences from the proposed staffing pattern, your contract and budget may be adjusted.

It is understood that you may need to add temporary staff to the program to address prolonged vacancies or extended absences. Please note that the cost of adding temporary staff must not exceed the contract allocation. In the event that temporary staff are added to the program, all temporary staff must meet the contractual requirements in this contract, including background screening and model-specific training, as applicable. All temporary staff must receive appropriate supervision. The PROVIDER must notify the CSC programs manager when temporary staff are added to the program via email. Additionally, the PROVIDER must update Position Management in SAMIS with staff start and end dates.

5. STAFF REQUIREMENTS

A. Required Training

Programs shall employ a continuous quality improvement model that includes appropriate staff recruitment, training, coaching, and supervision to promote positive outcomes for program participants and a healthy and supportive work environment.

MOST direct service staff (including program supervisors) shall complete the following trainings during the 4-year RFP cycle. The PROVIDER shall maintain backup documentation verifying training completion that will be reviewed at the Program Performance Reviews.

- Supporting Literacy in School-Age Programs (SLSA) Course (5-hour online module training: <https://www.myflfamilies.com/service-programs/child-care/training-alerts/SLSA.shtml>)
- Behavior Management Training/Group Control training (how to effectively lead groups)
- Trauma-Informed Care
- CATCH training
- PATHS beginner training for new staff

- PATHS advanced training, as applicable
- PBL training (annually)
- Youth Mental Health First Aid
- Inclusion training (provided by the CSC Inclusion Supports provider)
- Leadership development training for program supervisors (annually)

Additional training may be required upon CSC request.

B. Other Requirements

Minimum Age Requirement: Any person providing direct supervision of children must be at least eighteen (18) years of age and possess a high school diploma or GED.

Minimum Wage Requirements: The minimum salary for all MOST employees is \$15 per hour and \$25 per hour for teachers.

Teacher Requirements and Qualifications: All teachers employed by MOST programs must have one of the following:

- A current or expired teaching certificate (out-of-state/country). Proof of certification must be on file.
- A minimum of two years of active experience teaching in a private school. Proof of experiences such as a letter from a school or an alternative form of evidence that the teacher has a minimum of two (2) years of active teaching experience must be on file.
- Completion of the first two years of their 4-year teaching degree. Current college transcripts must be maintained and on file.

School Board Screening Requirement: School-based programs must follow all screening requirements as required by Broward County School Board.

6. UNITS OF SERVICE DEFINITIONS

MOST – Inclusion

Non School Day– INCL (Unit type #9221): One (1) unit of Non School Day - INCL is defined as a minimum of five (5) hours per child per day on non school days such as teacher planning days and holidays, during the school year and during the summer. Attendance of each participant must be recorded daily in writing with time in and out and signature by an approved parent, guardian, or parent designee. Partial attendance of three (3) or more hours may be billed at a single partial rate of 50% of the approved unit rate.

7. UNITS OF SERVICE

Unit Amounts

FY 23/24

2970.1741 Units of Non School Day services (serving **120** children on **33** summer days X **75%** attendance rate) [Unit type #9221] at **\$28.13** not to exceed **\$83,551**.

Days of Non School Day, partial attendance of two and a half (2.5) or more hours may be billed at a single subunit rate of 50%, or **\$14.06**.

Note that extended decimal places are necessary to account for partial units and ensure accuracy of dollar calculations.

Lower attendance rates for the initial year of program implementation are expected to increase in renewal years.

8. METHOD OF PAYMENT

All payments shall be requested by the PROVIDER in the format prescribed by the CSC. CSC payment will be on a monthly basis, derived from PROVIDER invoices reflecting services delivered in accordance with the contract. Agencies will not be paid for clients who do not attend sessions. Payment is contingent upon submittal of complete and accurate data in accordance with CSC requirements for the reporting of client and service data information. No invoices will be processed for payment if required backup documentation has not been provided in a complete and accurate manner in accordance with CSC Provider Guidelines. If the contract is with an agency which is subcontracting delivery of services to other PROVIDERS, the lead agency will be responsible for compiling all data necessary to submit a consolidated monthly invoice, and required reports.

Unit Costs: Client services provided under this contract will be paid as units of service at the rates and maximum amounts as defined in the Unit Amounts section. As detailed in the Units of Service Amounts section, the maximum amount to be paid under this Scope of Work for units of service shall not exceed: **\$83,551**.

Value Added (#8020): Value added expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable value added expenditures in accordance with CSC PROVIDER Guidelines and the approved value added budget and value added budget narrative, hereby incorporated by reference. Only value added expenditures incurred on or after the contract effective date and on or prior to the termination date of the contract are eligible for payment. The total maximum amount to be paid under this contract for value added expenditures shall not exceed: **\$28,320**

Other Reimbursement (#8050): Other Reimbursement expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable other reimbursement expenditures in accordance with CSC PROVIDER Guidelines and the approved other reimbursement budget and other reimbursement budget narrative, hereby incorporated by reference. Only other reimbursement expenditures incurred on or after the contract effective date and on or prior to the termination date of the contract are eligible for payment. Reimbursement shall

be made for actual costs incurred by the PROVIDER, substantiated by actual cost documentation. The total maximum amount to be paid under this contract for other reimbursement shall not exceed: **\$1,917**

Sliding Fee Scale: In order to further the reach of CSC funding, the PROVIDER shall utilize the CSC's approved sliding fee scale. Collected fees shall be deducted from the invoice as third party payments. No child shall be denied services due to inability to pay. Fees may be waived based on documented individual circumstances.

Registration Fees/Deposits: In addition to the sliding fee scale, with CSC approval, PROVIDER may charge a one-time registration or membership fee to families participating in MOST afterschool and/or the summer programs. This fee shall not exceed \$25 per family per school year for the afterschool program (includes afterschool, early release, and non-school days). For MOST summer programs, this fee shall not exceed \$15 per family. MOST programs may charge a fee, not to exceed \$10 per day, for non-school days during the school year. It is recommended that the PROVIDER develop an "Attendance Contract" with families to ensure regular attendance. All registration and membership fees must be deducted on the PROVIDER's invoice as a Third Party Reimbursement.

Refundable deposits may be charged when used as a reservation fee for summer camp or non-school day services. This fee shall not exceed \$30 for a single child or \$50 for a family. PROVIDER may not charge other additional fees to families receiving MOST services, such as non-refundable deposits. Fees may be waived based on documented individual circumstances. No child will be denied MOST services for inability to pay any fees.

Match: The PROVIDER agrees to match the dollar amount awarded by the CSC to the PROVIDER in an amount equal to the total approved match amount or the higher amount so specified in the Proposal. The match may be provided in the form of cash or in-kind contributions, in accordance with the approved budget, hereby incorporated by reference. In-kind contributions may only include a portion of staff salaries, volunteers, equipment, space and other in-kind contributions as agreed to in writing by the CSC. The PROVIDER shall provide proof of the match on or before the due date of the invoice(s). To the extent that the PROVIDER fails to provide such proof, then that amount shall be deducted from any amounts due and owing by the CSC to the PROVIDER under this contract or any other contracts between the parties. The total amount of Match to be applied to this Scope of Work shall be a minimum of 5% of the total reimbursed contract amount through the end of the contract term in accordance with the approved line item budget, hereby incorporated by reference.

9. PERFORMANCE MEASURES

The PROVIDER is required to submit participant performance measure data in the SAMIS Performance Measure (PM) Module within the time frames specified by the CSC. The PROVIDER shall also report any barriers and/or noteworthy activities experienced in performance measure achievement occurring during the term of this Agreement, as required. PROVIDERS will use the SAMIS Admin Point Board to ensure administration points are completed and service components are attached on time. Performance measures and related processes are subject to change at the discretion of the CSC in response to changes in service delivery (e.g., response to natural disasters or events that impact typical service provision).

DESIRED RESULT: Children will succeed in school.

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	% of contracted children actually served	95%	SAMIS Data	Summer Only: Post
	% of funded allocation utilized	95%	SAMIS Data	Summer Only: Post
How Well Did We Do It?	Program Reviews	Meets Expectations	Programmatic & Data Reviews and Site Visits	Summer Review
	Level of Parent Satisfaction	90%	Satisfaction Survey	Summer Review
	Quality of CATCH Implementation	80%	CATCH Rubric	Summer Review
	Quality of Project Based Learning (PBL) Implementation	80%	PBL Rubric	Summer Review
	Data Integrity	95%	SAMIS Quality Assurance Report	Summer Review
Is Anybody Better Off?	% of children not experiencing a serious injury (requiring emergency room attention), abuse or arrest report while in care.	100%	Injury/Incident Reports	Summer Only: Post
	% of youth who improve homework completion.	75%	Parent satisfaction surveys administered by Council staff.	Summer Only: Post
	% of children who improve academic performance and/or skills.	70%	BCPS Academic Progress Monitoring Assessments	Summer Review
	% of improved social interactions	80%	CSC Social Skills Assessment	Summer Review

Important Note: Additional and/or substituted tools and data collection/entry procedures may be required by the Research and Planning Department.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
RESOLUTION 2024-033 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN LOCAL AGENCY PROGRAM AGREEMENT FOR FINANCIAL PROJECT NUMBER 443951-1-38-01 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF LAUDERDALE LAKES ("LAP AGREEMENT") PROVIDING FOR ACCEPTANCE OF STATE FUNDING FOR THE CITYWIDE TRAFFIC CALMING PROGRAM FOR VARIOUS LOCATIONS WITHIN THE CITY ("PROJECT"), IN AN AMOUNT OF FOUR HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$437,143.00)

Summary
This resolution authorizes the appropriate City Officials to execute an Agreement with the State of Florida Department of Transportation to provide funding in the amount of \$437,143 for the design of Citywide traffic Calming - Various locations project.

Staff Recommendation

Background:

On October 24th, 2017, the City Commission approved Resolution #2017-118 authorizing the City Manager to apply for the 2017/2018 Broward Metropolitan Planning Organization complete streets and other localized initiatives (CSLIP) grant program which provides funding for complete streets and traffic calming improvement projects. The application requested funding in the amount of \$520,000 for the construction and/or installation of traffic control devices such as roundabouts, raised intersections, speed humps in several locations throughout the City specifically on NW 24th Street (Eastgate), NW 34th Street, NW 35th Avenue (Northgate), NW 33rd Street (Westgate), NW 41st Street (Oakland Estates).

The CSLIP program is a federally funded program that is administered by the State of Florida Department of Transportation under the Local Agency Program (LAP). The City of Lauderdale Lakes has met the qualifications for LAP certification.

The grant was awarded in 2020 and FDOT programmed the amount of \$437,143 was for design and \$1,248,980 for construction of the project. This agreement provides funding in the amount of \$437,143 to cover design cost. Upon completion of the design, a separate agreement will be executed to provide for construction cost. This agreement expires on December 31st, 2025.

Staff recommend the City Commission to approve the resolution.

Funding Source:

This project is included in the FY2024 approved budget. Funds will be deducted from Grant Fund 102,

Fiscal Impact:

This project is included in the FY2024 approved budget.

Sponsor Name/Department: Ronald Desbrunes, P.E. Public Works Director

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
☐ Resolution 2024-033 Citywide Traffic Calming	Resolution

- 📎 LAP Agreement
- 📎 Backup Material - Resolution 2017-118
- 📎 Location Map

Exhibit
Backup Material
Backup Material

1 RESOLUTION 2024-033

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND
5 ATTEST RESPECTIVELY THAT CERTAIN LOCAL AGENCY PROGRAM
6 AGREEMENT FOR FINANCIAL PROJECT NUMBER 443951-1-38-01
7 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
8 AND THE CITY OF LAUDERDALE LAKES ("LAP AGREEMENT") PROVIDING
9 FOR ACCEPTANCE OF STATE FUNDING FOR THE CITYWIDE TRAFFIC
10 CALMING PROGRAM FOR VARIOUS LOCATIONS WITHIN THE CITY
11 ("PROJECT"), IN AN AMOUNT OF FOUR HUNDRED THIRTY-SEVEN
12 THOUSAND ONE HUNDRED FORTY-THREE AND NO/100 DOLLARS
13 (\$437,143.00); A COPY OF THE LAP AGREEMENT IS ATTACHED HERETO AS
14 **EXHIBIT A**, AND A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF
15 THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING
16 FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
17

18 WHEREAS, on October 24, 2017, the City Commission approved Resolution 2017-118
19 authorizing the City Manager to apply for the 2017/2018 Broward Metropolitan Planning
20 Organization complete streets and other localized initiatives (CSLIP) grant program, which
21 provides funding for complete streets and traffic calming improvement projects;

22 WHEREAS, the CSLIP application requested funding in the amount of Five Hundred
23 Twenty Thousand and No/100 Dollars (\$520,000.00) for the construction and/or installation of
24 traffic control devices such as roundabouts, raised intersections, speed humps in several
25 locations throughout the City specifically on NW 24th Street (Eastgate), NW 34th Street, NW 35th
26 Avenue (Northgate), NW 33rd Street (Westgate), and NW 41st Street (Oakland Estates);

27 WHEREAS, the CSLIP program is a federally funded program that is administered by the
28 State of Florida Department of Transportation under the Local Agency Program (LAP);

29 WHEREAS, the City of Lauderdale Lakes ("City") has met the qualifications for LAP
30 certification;

1 WHEREAS, the grant was awarded in 2020, and FDOT programmed an amount of Four
2 Hundred Thirty-Seven Thousand One Hundred Forty-Three and No/100 Dollars (\$437,143.00) for
3 design funding for the Project, and One Million Two Hundred Forty-Eight Thousand Nine Hundred
4 Eighty and No/100 Dollars (\$1,248,980.00) for construction of the Project, both subject to
5 execution of the agreement between FDOT and the City containing terms and conditions
6 applicable to the Project ("LAP Agreement");

7 WHEREAS, the LAP Agreement, among other things, provides funding in the amount of
8 Four Hundred Thirty-Seven Thousand One Hundred Forty-Three and No/100 Dollars
9 (\$437,143.00) to cover design costs for the Project and expires on December 31, 2025;

10 WHEREAS, the parties to the LAP Agreement contemplate that a separate agreement
11 providing for the construction costs for the Project will be executed to upon completion of the
12 design work provided for in the Agreement;

13 WHEREAS, the Citywide Traffic Calming Project for various locations within the City is
14 included in the FY 2024 approved budget; and

15 WHEREAS, the City Charter provides that the Mayor, inter alia, shall be recognized as head
16 of city government for execution of contracts, deeds and other documents as provided in the
17 Charter, and as the city official designated to represent the city in all agreements with other
18 governmental entities or certification to other governmental entities.

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

21 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
22 confirmed as being true, and the same are hereby made a part of this Resolution.

1 SECTION 2. AUTHORITY: The City Commission hereby authorizes the Mayor and City
2 Clerk to execute and attest respectively that certain Local Agency Program Agreement for
3 Financial Project Number 443951-1-38-01 between the State of Florida Department of
4 Transportation and the City of Lauderdale Lakes to provide funding for the citywide traffic
5 calming project for various locations in an amount of Four Hundred Thirty-Seven Thousand One
6 Hundred Forty-Three and No/100 Dollars (\$437,143.00), in substantially the form as attached
7 hereto as **Exhibit A**, and incorporated herein by reference.

8 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
9 Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one
10 (1) copy of the Agreement to be directed to the State of Florida Department of Transportation;
11 with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of
12 the City Attorney.

13 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
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SECTION 4. 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 APRIL 23, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Ronald Desbrunes, P.E., Public Works Director

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

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FPN: 443951-1-38-01	FPN: _____	FPN: _____
Federal No (FAIN): <u>D423-007-B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: <u>09/15/2023</u>	Federal Award Date: _____	Federal Award Date: _____
Fund: _____	Fund: _____	Fund: _____
Org Code: <u>55043010404</u>	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>86</u>	Contract No: _____	
Recipient Vendor No: <u>F590974050001</u>	Recipient Unique Entity ID SAM No: <u>G54BFXJME2L6</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Lauderdale Lakes ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in City of Lauderdale Lakes Traffic Calming Various Locations, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before December 31st, 2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 437,143.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$437,143.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
 - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
 - e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
 - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: John P. Krane, P.E.
Title: Director of Transportation Development

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 443951-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
The City of Lauderdale Lakes (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 3.650
 Mile Post

86900228	0 / 0.623	0.623
86900229	0.215 / 0.234	0.019
86900230	0 / 0.222	0.222
86900231	0 / 0.218	0.218
86900233	0 / 0.412	0.412
86900234	0.247 / 0.444	0.197
86900235	0 / 0.736	0.736
86900236	0 / 0.499	0.499
86900237	0 / 0.724	0.724

PROJECT DESCRIPTION: Design plans, specifications, and estimates for the installation of traffic calming devices such as decorative pavers, speed bumps, paver crosswalks, islands, and roundabouts at several locations.

Project plans shall be produced in accordance with the design criteria and standards for Class D projects. Plans shall be produced to Florida Greenbook Standards and LAP Big 3 Specifications.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by 12/31/2025.
- c) Right-of-Way requirements identified and provided to the Department by N/A
- d) Right-of-Way to be certified by N/A

- e) Construction contract to be let by N/A
- f) Construction to be completed by N/A

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Issuance of the Notice to Proceed (NTP) to the City of Lauderdale Lakes is subject to the submittal and approval of the Professional Services Request for Proposal/Qualifications package.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Lauderdale Lakes 4300 NW 36 th Street Lauderdale Lakes, FL 33319	FINANCIAL PROJECT NUMBER: 443951-1-38-01
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2024 (Surface Transportation Program - STP)	\$ 437,143.00	\$ _____	\$ _____	\$ 437,143.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 437,143.00	\$ 0.00	\$ 0.00	\$ 437,143.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 437,143.00	\$ 0.00	\$ 0.00	\$ 437,143.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Landy Ductan
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Select Agreement

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$437,143.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

Select Agreement**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

RESOLUTION NO. 2017-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR AND, IF AWARDED, ACCEPT THE BROWARD METROPOLITAN PLANNING ORGANIZATION'S ("BROWARD MPO") COMPLETE STREETS AND OTHER LOCALIZED INITIATIVES PROGRAM AWARD, IN THE AMOUNT OF FIVE HUNDRED TWENTY THOUSAND (\$520,000.00) DOLLARS, TO IMPLEMENT A COMPLETE STREETS PROJECT KNOWN AS THE CITYWIDE COMPLETE STREETS TRAFFIC CALMING PROJECT FOR A TOTAL ESTIMATED PROJECT COST OF SIX HUNDRED TWENTY THOUSAND (\$620,000.00) DOLLARS; COMMITTING THE CITY TO FUND ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, OF THE TOTAL PROJECT COST, TOGETHER WITH THE APPLICABLE OPERATING AND MAINTENANCE COSTS ONCE COMPLETE; AUTHORIZING THE ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS TO RECOGNIZE AND APPROPRIATE THE CITY REQUIRED FUNDING, IF AWARDED; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL APPLICABLE PROGRAM DOCUMENTS AND AGREEMENTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization adopted Commitment 2040, its Long Range Transportation Plan ("LRTP"), and

WHEREAS, this set the stage for a new, more streamlined program for funding local mobility projects which include complete streets projects, and

WHEREAS, the Broward MPO has, as a result, established the Complete Streets and Other Localized Initiatives Programs, and

WHEREAS, the Broward MPO requests a Resolution of support from the City in order for an application to be accepted and evaluated for ranking, and

WHEREAS, the City of Lauderdale Lakes endorses the Citywide Complete Streets Traffic Calming Project to receive funding from the Broward MPO's Complete Streets and other Localized Initiatives Program ("CSLIP"), and

WHEREAS, the City of Lauderdale Lakes endorses the Florida Department of Transportation ("FDOT") delivering Citywide Complete Streets Traffic Calming Project

on the City's behalf, fully administering the design and construction phases of the project, and

WHEREAS, if awarded, this funding will partially fund a Complete Streets Project known as the Citywide Complete Streets Traffic Calming Project and obligate the City for future years' operating and maintenance costs, and

WHEREAS, it is the responsibility of the City of Lauderdale Lakes to maintain or coordinate the maintenance of the roadways, after the project's completion, and

WHEREAS, if the Broward MPO Complete Streets Grant is approved and accepted by the City, funding for the City's portion of the Citywide Complete Streets Traffic Calming Project, One Hundred Thousand (\$100,000.00) Dollars, will be available in the City's Capital Improvement Plan funding allocation,

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

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 TO APPLY: The City Manager is hereby authorized to apply for the Broward MPO's Complete Streets and Other Localized Initiatives Program for funding in the amount of Five Hundred Twenty Thousand (\$520,000) Dollars, for a Complete Streets Project known as Citywide Complete Streets Traffic Calming Project, for an estimated total project cost of Six Hundred Twenty Thousand (\$620,000) Dollars.

Section 3. AUTHORIZATION TO ACCEPT FUNDING: The City Manager is hereby authorized to accept said funding, if awarded, provided, however, the City Manager shall have

the discretion to refuse the funding in those circumstances where it is determined to be in the best interest of the City to do so.

Section 4. EXECUTION: Upon the Broward MPO's Complete Streets and Other Localized Initiatives Program funding being awarded to the City, and the City Manager accepting said award, the City Manager is hereby authorized to execute an agreement along with any other applicable documents, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 5: INSTRUCTIONS TO THE DIRECTOR OF FINANCIAL SERVICES: The Director of the Department of Financial Services is hereby authorized to create and establish in the appropriate fund and necessary accounts to recognize the award funding.

Section 6. 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 OCTOBER 24, 2017.

HAZELLE ROGERS, MAYOR

ATTEST:

SHARON HOUSLIN, CITY CLERK

JCB:jl

Sponsored by: RONALD DESBRUNES, Director of Public Works

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)

This aerial map displays the NW 35th St corridor in Fort Lauderdale, Florida, from NW 21st St to NW 56th Ave. The map highlights proposed locations for traffic calming devices with yellow dots. A green line indicates the proposed alignment, while an orange line shows the existing alignment. Red dashed lines delineate city limits. The map also shows major roads like NW 30th St, NW 32nd St, NW 34th St, NW 36th St, NW 38th St, NW 40th St, NW 42nd St, NW 44th St, NW 46th St, NW 48th St, NW 50th St, NW 52nd St, NW 54th St, and NW 56th St. A legend in the bottom right corner defines the symbols used.

LEGEND

- PROPOSED LOCATIONS FOR TRAFFIC CALMING DEVICES
- LOCATIONS OF EXISTING TRAFFIC CALMING DEVICES
- CITY LIMITS

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

RESOLUTION 2024-034 APPROVING THE CITY OF LAUDERDALE LAKES SUPPORT, JOINT COLLABORATION, AND COHOSTING WITH THE GREATER CARIBBEAN AMERICAN CULTURAL COALITION, INC. TO HOST THE 2024 UNIFEST MULTICULTURAL FESTIVAL ON JUNE 2, 2024, TO BE HELD AT THE VINCENT TORRES MEMORIAL PARK

Summary

This resolution authorizes the Mayor and Commission to approve hosting the 2024 Unifest Event in the City of Lauderdale Lakes in collaboration with the Greater Caribbean American Cultural Coalition (GCACC) on June 2, 2024.

Staff Recommendation

Background:

The City of Lauderdale Lakes enters into a Facility Use Agreement and completes a Special Events Application with the GCACC to implement the Annual Unifest Event held at Vincent Torres Memorial Park. The City of Lauderdale Lakes has supported the GCACC with the implementation of the Unifest Event for the past 26 years. City support has been in the form of in-kind services primarily from the Parks and Human Services Department, Public Works Department, and the Broward Sheriff's Office Police and Fire.

In an effort to present Unifest as a signature event for the City of Lauderdale Lakes, it is being proposed to increase its partnership with GCACC by hosting additional activities and events during the weekend of Unifest. Staff has met preliminarily with GCACC to discuss possible activities to incorporate on behalf of the City of Lauderdale Lakes.

At the March 25th the City Commission Workshop, the commission approved for GCACC to move forward in submitting the initial Facility Use Application to the Department of Parks and Human Services and the Special Events Application with the Department of Development Services. GCACC will also request Mayor and Commission approval, per resolution granting permission to host the 2024 Unifest Event, as a co-sponsor, within the City at Vincent Torres Park pending that GCACC comply with all facility policies and procedures and all City, County, and State permit obligations, rules and regulations.

Funding Source:

Greater Caribbean American Cultural Coalition

Fiscal Impact:

Sponsor Name/Department: Ericka Lockett, Director of Parks and Human Services

Meeting Date: 4/23/2024

ATTACHMENTS:

Description	Type
❏ Resolution 2024-034 Approving 2024 UNIFEST Event	Resolution

1 RESOLUTION 2024-034

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA APPROVING THE CITY OF LAUDERDALE LAKES' ("CITY") SUPPORT
5 AND JOINT COLLABORATION WITH THE GREATER CARIBBEAN AMERICAN
6 CULTURAL COALITION, INC. ("GCACC") TO CO-HOST THE 2024 UNIFEST
7 MULTICULTURAL FESTIVAL ON JUNE 2, 2024, TO BE HELD AT THE CITY OF
8 LAUDERDALE LAKES' VINCENT TORRES MEMORIAL PARK; AND FURTHER
9 HOSTING SUPPLEMENTARY UNIFEST ACTIVITIES AND EVENTS; PROVIDING
10 FOR AND AUTHORIZING LIMITED USE OF THE CITY'S NAME AND LOGO IN
11 CERTAIN WRITTEN PUBLICATIONS SPECIFICALLY INTENDED TO MARKET
12 AND ADVERTISE THE EVENT, LIMITED TO THE PERIOD BEGINNING APRIL 9,
13 2024, AND ENDING ON JUNE 3, 2024; AND PROVIDING INSTRUCTIONS TO
14 THE CITY MANAGER TO UNDERTAKE SUCH ADMINISTRATIVE ACTIONS
15 NECESSARY AND APPROPRIATE TO FACILITATE AND PROVIDE IN-KIND
16 SUPPORT SERVICES FOR THE UNIFEST MULTICULTURAL FESTIVAL;
17 PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
18 INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
19

20 WHEREAS, the City of Lauderdale Lakes ("City") has a diverse population, a significant
21 portion of which is of Caribbean heritage;

22 WHEREAS, in support and celebration of its diverse population, the City has co-hosted the
23 UNIFEST Multi-Cultural Festival ("Unifest") in the City for the past twenty-six (26) years alongside
24 the Greater Caribbean American Cultural Coalition ("GCACC");

25 WHEREAS, the UNIFEST event draws interest on a regional basis and affords City residents
26 and guests of the region an opportunity to enjoy the rich Caribbean culture as well as local and
27 international talents;

28 WHEREAS, recently, the GCACC has requested to jointly collaborate with the City to host
29 UNIFEST on June 2, 2024, at the Vincent Torres Park ("Park"), located at 4331 NW 36th Street,
30 Lauderdale Lakes, Florida 33319 (the "Event") for the benefit of City residents;

1 WHEREAS, the GCACC is requesting permission to use the Park for the Event, as well as
2 the limited and conditional use of the City's name and logo in certain written publications
3 specifically intended to market and advertise the event to be effective from April 9, 2024, and
4 terminating on June 3, 2024; and further request the City to provide other necessary and
5 appropriate in-kind services for purpose of co-hosting and supporting the Event;

6 WHEREAS, pursuant to the City Code of Ordinances ("Code"), Chapter 2, Article I, Section
7 2-5, the use of the name, logo, slogan, emblem or registered trademark of the City in connection
8 with any public or private event not wholly controlled by the City must be granted pursuant to a
9 resolution of the City Commission;

10 WHEREAS, City Staff finds that co-hosting the Event, alongside the GCACC and providing
11 limited and conditional use of the City's name and logo will serve to improve the quality of life of
12 the City's residents and businesses in the community;

13 WHEREAS, City Staff also finds that the Event furthers the City's commitment to partner
14 with local economic and business development organizations for the sole purpose of creating
15 new and strengthening new relationships and initiatives that will strengthen the City's economic
16 base and promote the health, safety and general well-being of the residents, business and visitors
17 of the City;

18 WHEREAS, in an effort to present UNIFEST as a signature event for the City, a proposal
19 has been made to increase the City's partnership with GCACC by hosting additional activities and
20 events during the weekend of UNIFEST;

21 WHEREAS, at the March 25, 2024 Commission Workshop, the City Commission approved
22 for GCACC to move forward in submitting the initial Facility Use Application to the Department

1 of Parks and Human Services and the Special Events Application with the Department of
2 Development Services; and

3 WHEREAS, City Staff recommends that the City collaborate with the GCACC to host the
4 Event, subject to (1) GCACC providing satisfactory evidence to the City that it has obtained and
5 possesses, without revocation, all required County and State approvals and (2) GCACC providing
6 proof of general liability and worker's compensation insurance in amounts approved by the City
7 Manager.

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

10 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
11 confirmed as being true, and the same are hereby made a part of this Resolution.

12 SECTION 2. AUTHORITY: The City Commission hereby approves the City of Lauderdale
13 Lakes' support, joint collaboration, and co-hosting with the Greater Caribbean American Cultural
14 Coalition, Inc., of the 2024 UNIFEST Multi-Cultural Event for the benefit of City residents and
15 regional guests, which event shall be held at the City's Vincent Torres Park, located at 4331 NW
16 36th Street, Lauderdale Lakes, Florida 33319, on June 3, 2024, however subject to the following
17 conditions:

- 18 a. GCACC providing evidence satisfactory to the City that it has
19 obtained and possesses, without revocation, all required County and State
20 approvals;
- 21 b. GCACC providing proof of general liability and worker's
22 compensation insurance in amounts approved by the City Manager.

1 SECTION 3. INSTRUCTIONS: The City Commissioner hereby authorizes and instructs
2 the City Manager to undertake such actions as are necessary and appropriate to facilitate and
3 provide other in-kind services for the purpose of co-hosting and supporting the Event.

4 SECTION 4. AUTHORITY: In accordance with Sec. 2-5 of the Lauderdale Lakes Code of
5 Ordinances, the City Commission hereby authorizes the Greater Caribbean American Cultural
6 Coalition, Inc., to use the City's name and logo, which shall be used solely for the limited purpose
7 of promoting attendance and support for the Event, and further limited to the period beginning
8 April 9, 2024 and ending on June 3, 2024.

9 SECTION 5. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
10 Manager, is hereby authorized to take any and all actions necessary to effectuate the intent of
11 this Resolution.

12 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
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SECTION 6. 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 APRIL 23, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Ericka Lockett, Director, Parks and Human Services

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)