



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 AGENDA
City Commission Chambers
June 9, 2025
5:00 PM

Please join the meeting via Zoom
<https://us06web.zoom.us/j/82616666081>

Please join the meeting via telephone:
1 305 224 1968 or 1 646 931 3890
Meeting ID: 826 1666 6081

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

REVIEW OF THE JUNE 10, 2025 CITY COMMISSION MEETING AGENDA

4. **DISCUSSION OF PROPOSED ORDINANCE(S)**
5. **ADDITIONAL WORKSHOP ITEMS**

- A. DISCUSSION REGARDING THE ROBERT WOOD JOHNSON FOUNDATION AND THE CITY UNIVERSITY OF NEW YORK PUBLIC SCIENCE PROJECT WITH THE SUPPORT OF THE GREATER FORT LAUDERDALE FOUNDATION FOR THE LAUNCH OF "JUST CARE: A PROJECT TO REIMAGINE SUPPORT FOR FAMILIES AND CHILDREN IN BROWARD COUNTY." (5:30 P.M. TIME CERTAIN)

This is a discussion regarding Robert Wood Johnson Foundation and the City University of New York Public Science Project with the support of the Greater Fort Lauderdale Foundation launching a new project called "JUST CARE: A Project to Reimagine Support for Families and Children in Broward County."

- B. DISCUSSION REGARDING THE PILOT EVICTION PREVENTION PROGRAM (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS) (6:00 P.M. TIME CERTAIN)

This is a continued discussion regarding the Pilot Eviction Prevention Program.

- C. DISCUSSION REGARDING A CONTRACT AWARD TO ALL COUNTY STAFFING, INC., PER THE CITY'S PROCUREMENT CODE, SEC. 82-358 (B), WHICH ALLOWS SOLE AND SINGLE SOURCE PROCUREMENTS

This is a discussion to consider a contract award to All County Staffing, Inc., as a single source award in amount of \$60,000 annually.

- D. DISCUSSION REGARDING SECURING ADDITIONAL RESOURCES MOVING FORWARD WITH THE ESTABLISHMENT OF A COMMITTEE THAT WILL SPEARHEAD THE EFFORT OF ESTABLISHING A CHAMBER OF COMMERCE

This is a discussion regarding the Economic Development Advisory Board supporting the creation of the Lauderdale Lakes Chamber of Commerce. Its purpose is to educate the business community on the advantages of establishing a chamber of commerce and to actively recruit businesses to contribute to its successful incorporation.

E. DISCUSSION REGARDING THE PROCESS AND PROCEDURE FOR HIRING A NEW CITY MANAGER (SPONSORED BY MAYOR EDWARDS PHILLIPS)

This is a continued discussion regarding the process for hiring a new City Manager.

F. DISCUSSION REGARDING THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) FOR THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM FROM THE BROWARD SHERIFF'S OFFICE (BSO) IN THE AMOUNT OF TWENTY-THREE THOUSAND, SEVEN HUNDRED SEVENTY THREE AND 13/100 (\$23,773.13) DOLLARS

This is a discussion regarding the approval of the memorandum of understanding between the City of Lauderdale Lakes and the Broward Sheriff's Office. This MOU is related to the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG).

G. DISCUSSION REGARDING THE PROCUREMENT AND INSTALLATION OF THE PLAYGROUND SYSTEM AT OTIS GRAY NEIGHBORHOOD PARK IN AN AMOUNT NOT TO EXCEED TWO HUNDRED AND FORTY NINE THOUSAND, EIGHT HUNDRED AND FOUR DOLLARS (\$249,804)

This is a discussion regarding the procurement and installation of the playground at Otis Gray Neighborhood Park in an amount not to exceed \$249,804.

H. DISCUSSION REGARDING ELEVATOR MODIFICATIONS IN CERTAIN CITY BUILDINGS

This is a discussion regarding the elevator modifications in certain City facilities.

I. DISCUSSION REGARDING THE AUTHORIZATION TO APPLY TO THE FY 2025 COPS HIRING PROGRAM (CHP) THROUGH THE DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES

This is a discussion regarding the U.S. Department of Justice, through its Office of Community Oriented Policing Services (COPS Office). This competitive grant program provides funding to law enforcement agencies to hire or rehire sworn law enforcement officers in support of community policing strategies.

J. DISCUSSION REGARDING RENAMING THE MULTIPURPOSE BUILDING AFTER BROWARD COUNTY COMMISSIONER HAZELLE ROGERS (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

This is a discussion regarding renaming the Multipurpose Building after Broward County Commissioner, Hazelle Rogers.

K. DISCUSSION REGARDING AN UPDATE TO THE COMMUNITY DEVELOPMENT FEE SCHEDULE

This is a discussion item concerning the comprehensive review and update of the Development Services Department's existing fee schedule.

L. DISCUSSION REGARDING TWO LIEN REDUCTION PROGRAMS AND AN AMNESTY PROGRAM TO ASSIST WITH RESOLVING THE CITY OF LAUDERDALE LAKES CODE ENFORCEMENT LIENS

This is a discussion regarding the development of two Code Enforcement Lien Reduction Programs and a complementary Amnesty Program to address outstanding code enforcement liens. These initiatives are designed to encourage compliance, reduce the financial burden on property owners, and improve the City's ability to resolve longstanding violations.

M. DISCUSSION REGARDING BROWARD SHERIFF'S OFFICE (BSO) HANDLING OF A TRESPASS AGAINST VINCENT RICHMOND (SPONSORED BY VICE MAYOR CAUSWELL)

This is a discussion regarding Broward Sheriff's Office (BSO) handling of a trespass involving Vincent Richmond.

N. DISCUSSION REGARDING OUTSTANDING LIENS FOR ORIOLE PLAZA (SPONSORED BY VICE MAYOR CAUSWELL)

This is a discussion regarding outstanding liens for Oriole Plaza.

6. REPORTS

A. PETITIONS FROM THE PUBLIC

FUTURE MEETINGS:

The next scheduled City Commission Workshop will take place on June 23, 2025 at 5 p.m.

The next scheduled City Commission Meeting will take place on June 24, 2025 at 7 p.m.

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

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

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

Mayor Veronica Edwards Phillips - Vice Mayor Tycie Causwell

Commissioner Easton K. Harrison - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING THE ROBERT WOOD JOHNSON FOUNDATION AND THE CITY UNIVERSITY OF NEW YORK PUBLIC SCIENCE PROJECT WITH THE SUPPORT OF THE GREATER FORT LAUDERDALE FOUNDATION FOR THE LAUNCH OF "JUST CARE: A PROJECT TO REIMAGINE SUPPORT FOR FAMILIES AND CHILDREN IN BROWARD COUNTY." (5:30 P.M. TIME CERTAIN)

Summary

This is a discussion regarding Robert Wood Johnson Foundation and the City University of New York Public Science Project with the support of the Greater Fort Lauderdale Foundation launching a new project called "JUST CARE: A Project to Reimagine Support for Families and Children in Broward County."

Staff Recommendation

Background:

The Robert Wood Johnson Foundation and the City University of New York (CUNY) Public Science Project have created a three-year initiative aiming to document and address systemic barriers that prevent families, especially those with lived experiences in the child welfare system, from achieving long-term economic mobility and prosperity. This project brings together families, community members, and local leaders to explore how our public systems- like tax policies and care services can be improved for the wellbeing of residents.

Summary of Program

They are seeking to assemble a team of 6–10 Broward-based participants, including community members, nonprofit professionals, and business leaders. Their leadership, insight, and experience will play a vital role in shaping solutions that uplift families and drive meaningful change. Lauderdale Lakes residents are invited to participate in a groundbreaking community research initiative in Broward County. Additionally, they are seeking for meeting spaces to facilitate conversations with residents.

Participants Benefits

- Three-year commitment (flexible as team evolves)
- Annual stipend per participant
- Two to Three annual meetings (mix of in-person and virtual)
- Collaborative workshops with a parallel team in New York City
- Co-creation of community-driven tools (e.g., People's Archive, Family Album, written reports)
- Engagement with policymakers to translate research into action

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Vielka Buchanan, Economic Development Manager

Meeting Date: 6/9/2025

ATTACHMENTS:

Description	Type
 RWJF_CUNY PS Project	Backup Material



INVITATION TO JOIN A COMMUNITY RESEARCH PROJECT

Advancing Economic Mobility through Policy and Lived Experience

An Opportunity to Partner with the Robert Wood Johnson Foundation & CUNY Public Science Project.

Executive Summary

We are inviting respected business and nonprofit leaders to serve as participants in a groundbreaking community research initiative in Broward County.

In partnership with the Robert Wood Johnson Foundation and the City University of New York (CUNY) Public Science Project, this three-year initiative aims to document and address systemic barriers that prevent families, especially those with lived experiences in the child welfare system, from achieving long-term economic mobility and prosperity.

PROJECT PURPOSE

To co-create new policy ideas, especially tax reform based on lived experiences and systemic insight, to better support family economic well-being.

WHO WE'RE LOOKING FOR

We are forming a team of 6–10 Broward-based participants, including community members, nonprofit professionals, and business leaders. Your leadership, insight, and experience can help shape solutions that uplift families and inform meaningful change.

WHAT PARTICIPATION LOOKS LIKE

- Three-year commitment (flexible as team evolves)
- Annual stipend per participant
- Two to Three annual meetings (mix of in-person and virtual)
- Collaborative workshops with a parallel team in New York City
- Co-creation of community-driven tools (e.g., People’s Archive, Family Album, written reports)
- Engagement with policymakers to translate research into action

TIMELINE OVERVIEW

- Year 1 – Surface urgent local issues; collect stories and images
- Year 2 – Exchange ideas with NYC team; involve leaders and experts
- Year 3 – Advocate with decision makers; develop interactive engagement tools

JOIN US

If you are interested in learning more or exploring how you might participate in this meaningful initiative, please reach out to:

Luciano Todeschini – Director, Six Pillars Partnership, and

Darien Lovett – Project Manager, Prosperity Broward

LTodeschini@gflalliance.org | DLovett@gflalliance.org

Together, we can shape more just and inclusive systems that help families thrive.

Learn more about Prosperity Broward at www.ProspertyBroward.org.

JUST CARE: A Project to Reimagine Support for Families and Children in Broward County

What is the Just Care project all about?

Just Care is a new project that brings together families, community members, and local leaders to explore how our public systems—like tax policies and care services—can better support the dignity, wellbeing, and economic inclusion of children and families. In short: how can we build a system that truly *cares* for everyone?

This work is being done through a unique partnership between Broward County leaders, the Public Science Project at CUNY, and is supported by the Robert Wood Johnson Foundation. We'll work alongside another team doing the same work in New York City so we can learn from each other.

Timeline & What's Happening When

Year 1 – Listening & Learning

- We'll form the **Broward Just Care Collective**, a group of community residents, youth, advocates, and local leaders.
- This group will gather stories, data, and insights about how care and economic systems affect families in Broward County.
- Activities might include interviews, focus groups, and research on the history of care and economic policy in our area.

Year 2 – Reimagining the Story

- We'll identify the major challenges and opportunities around family wellbeing and economic fairness in Broward.
- We'll invite outside experts—like economists, social workers, and advocates—for deeper conversations.
- The Broward and NYC teams will meet in person for a 3-day retreat to share what we've learned and begin reimagining how care and support systems *should* work.

Year 3 – Sharing Ideas & Driving Change

- We'll create research and communication materials (like reports and public-friendly summaries) to share with community members and decision-makers.
- We'll host **two local Think Tanks** to bring together community voices and policymakers to design real, actionable solutions based on our findings.

Outcomes & Expectations

What's Expected from Participants?

- Community members (called **co-researchers**) will meet in person and online to share experiences and help lead the research.
- On average, the collective will have **2-3 annual convenings**, and this will take about **4-6 hours per month**, with some activities taking more or less time.
- There will also be **smaller opportunities** for people to join specific events or activities without committing to the full project.
- **All participants will be compensated** for their time and travel.

What Are We Exploring Together?

We'll look at questions like:

- What can leaders and policymakers learn when they truly listen to families?
- How can we change the way we talk and think about care for children and families?
- How might we redesign tax systems to better support—not punish—families in need?
- How can local communities take the lead in shaping systems that affect them?
- What kind of outcomes matter most to families when it comes to wellbeing?
- How does being in Florida impact what we can and can't do compared to other states?

What Will We Produce and Share?

- Easy-to-understand reports and tools for community use.
- Briefings for policymakers to help drive real solutions.
- Public events that create space for honest conversations and new ideas.
- A stronger voice for families in shaping systems that impact their lives.



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
DISCUSSION REGARDING THE PILOT EVICTION PREVENTION PROGRAM (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS) (6:00 P.M. TIME CERTAIN)
Summary
This is a continued discussion regarding the Pilot Eviction Prevention Program.
Staff Recommendation

Background:

The Manne Foundation Homeless Prevention Program is a 501c(3) non-profit organization that helps individuals and families avoid homelessness. This is done through a holistic approach, made possible through their partnership with the Legal Aid Service of Broward County.

On January 28, 2025, the Manne Foundation in partnership with Legal Aid Service of Broward County presented to the City of Sunrise Commission an agreement to launch a pilot Eviction Prevention Program. The proposed agreement will provide legal services and rental assistance to families in the City of Sunrise facing homelessness.

The City will contribute \$25,000 towards the first-time Eviction Prevention Program, dedicated to Sunrise families with minor children. These funds will be used exclusively for rental assistance to prevent evictions for Sunrise residents with school-age children or younger, with no previous evictions.

As part of this Agreement, LASBC will provide quarterly reports and an annual report to the City on the number of Sunrise applications received, the number of approved applications, and the amount of funds disbursed.

Funding Source:

N/A

Fiscal Impact:

\$25,000 City Contribution towards first-time Eviction Prevention Program

Sponsor Name/Department: Commissioner Maxwell-Williams, Mayor and City Commission/Tanja McCoy, Director, Development Services

Meeting Date: 6/9/2025

ATTACHMENTS:

Description	Type
☐ Manne Foundation Homelessness Prevention	Backup Material

Championing Homeless Prevention

A Visionary Approach to a Pressing Crisis

In Broward County, the specter of homelessness looms large. The Broward County 2022 Task Force Point in Time Survey reported 2054 individuals facing the uncertainty of shelter each night; but it is noted that countless homeless individuals are not accounted for during the survey. Amidst this crisis, the MANNE HOMELESS PREVENTION PROGRAM, inspired by Bob and Grace Manne stands as a beacon of hope and innovation. Unlike traditional efforts that address homelessness after it occurs, our program focuses on prevention—stopping homelessness before it starts. Although it focuses on families, especially those who are facing homelessness for the first time, this proactive approach not only saves individuals and families from the trauma of displacement but also mitigates societal costs significantly.



Stock photo – does not depict actual client

The Manne's Vision

Bob and Grace Manne's passion for homeless prevention and this innovative model serve as the foundation of this Program. To that end, Bob and Grace have committed One Million Dollars. Understanding that many individuals and families are only temporarily unable to afford housing due to unforeseen circumstances like health issues, caregiving responsibilities, or temporary employment disruptions, the Mannes envisioned a strategy that combines rapid-response legal assistance, financial resources, and a compassionate approach to help prevent countless evictions that could result in homelessness. This efficient and compassionate approach has shown great success preventing countless evictions and instances of homelessness in collaboration with Legal Aid Service of Broward County (LASBC).

The Project in Action

The MANNE HOMELESS PREVENTION PROGRAM

Leverages a unique blend of legal expertise and available public

and private funding for rental assistance to provide rapid and efficient support to those at risk. Our multifaceted services refer clients to other units within Legal Aid for other legal needs allowing those in jeopardy to remain in their home.



ManneHomelessPrevention.org

Impact and Success

The MANNE HOMELESS PREVENTION PROGRAM has made significant strides.

667

Individuals Served and Rescued from Imminent Homelessness: Including 277 adults and 390 children, high-lighting the project's reach.

\$1M

A One Million Dollar Commitment.

\$724,411

in Rental Assistance Monies, at an average \$1,090.57 per individual to prevent the individual from becoming homeless, as opposed to a cost of \$47,000 for the County to support one homeless individual for one year.

Highlighted Success Stories

“Pa” and His Grandchildren: After his daughter’s untimely death, “Pa” became the guardian of his two grandchildren. Despite a stable job, the sudden financial burden of funeral costs and a hike in rent pushed their family toward the brink of eviction.

This is where the MANNE HOMELESS PREVENTION PROGRAM (MHPP) stepped in, embodying the Manne’s vision of preventing homelessness through proactive support. Recognizing “Pa’s” temporary financial setback, the MHPP provided \$2,500 for past-due rent, ensuring “Pa” and his grandchildren could stay in their home. This intervention not only preserved their stability, but also highlighted the project’s core mission: to offer a lifeline to those facing temporary challenges, preventing the spiral into homelessness.



Stock photo – does not depict actual client



Stock photo – does not depict actual client

Struggling Mother of Three: A mother of three faced eviction over an outstanding balance in past-due rent of \$4,250, pushing her towards imminent homelessness—a reality she desperately sought to avoid, especially for her children. Despite her best efforts, including applying for various assistance programs and gathering \$3,200, the threat loomed large.

The MANNE HOMELESS PREVENTION PROGRAM (MHPP), in collaboration with another non-profit, intervened, providing the critical support needed. Their combined assistance covered the outstanding balance, ensuring the family remained in their home. This act of support showcases the essence of homelessness prevention—acting swiftly to keep families safe and stable.

This mother’s story underscores the vital need for proactive interventions. Her resilience, coupled with timely aid from MHPP and the non-profit highlights the difference that support at the right moment can make, offering not just a roof over their heads but hope for a brighter future.

Join the Vision: A Call to Action

We’re seeking partners to stand alongside the Mannes and LASBC to expand this highly effective program. Your support can extend the reach of our preventative efforts, ensuring that many more individuals and families in Broward County can avoid being evicted from their homes and face the hardship of homelessness.

By investing in the MANNE HOMELESS PREVENTION PROGRAM, you are not just contributing to a program; you are supporting a visionary model that offers real solutions and hope for a stable future for those in eviction crisis. Join us in this critical mission to ensure no one is without a home due to temporary setbacks. Together, we can transform lives and build a stronger, more resilient community.

**For more information or to donate, go to
MANNEHOMELESSPREVENTION.ORG or Call 954-668-8988**

Pilot Eviction Prevention Program

Request from Commissioner Karlene Maxwell-William

Background Information

In 2023, Bob and Grace Manne founded The Manne Foundation Homeless Prevention Program which is a 501c (3) non-profit organization that helps individuals and families avoid homelessness. They established the Pilot Eviction Prevention Program with an initial funding of a \$1 million dollars.

The Foundation has partnered with Legal Aid Service of Broward County to provide legal services to those in program. The Manne Foundation Homeless Prevention Program focuses on providing psychological, financial, and rental assistance to individuals and families that are about to be evicted from their homes.

Recently, Broward County, Private Agencies and the City of Sunrise have decided to support financially the Pilot Eviction Prevention Program.

Agreement with the City of Sunrise

On January 28, 2025, the Manne Foundation in partnership with Legal Aid Service of Broward County presented to the City of Sunrise Commission an Agreement to launch the pilot Eviction Prevention Program.

The proposed Agreement with Legal Aid Service of Broward County and Manne Foundation will provide legal services and rental assistance to families in the city of Sunrise facing homelessness.

The City of Sunrise will contribute \$25,000 towards first-time Eviction Prevention Program, dedicated to Sunrise families with minor children. These funds will be used exclusively for rental assistance to prevent evictions for Sunrise residents with school-age children or younger children, with no previous evictions.

Mr. Manne is open to discuss additional details of the program with City Management, Mayor and City Commission.

Contact Information

Bob Manne
Ph: (954) 579-8708
info@mannehomelessprevention.org

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING A CONTRACT AWARD TO ALL COUNTY STAFFING, INC., PER THE CITY'S PROCUREMENT CODE, SEC. 82-358 (B), WHICH ALLOWS SOLE AND SINGLE SOURCE PROCUREMENTS
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Summary

This is a discussion to consider a contract award to All County Staffing, Inc., as a single source award in amount of \$60,000 annually.
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Staff Recommendation

Background:

The City of Lauderdale Lakes has the responsibility of providing nursing services for the Alzheimer Care Center. The City has an existing informal agreement with All County Staffing Inc., whereby it provides on-demand nursing services for the City's programs. During fiscal year 2024, the City expanded its services to include in-home respite services. Due to the demand of the program, the City is near maximizing its threshold of \$24,999.

City staff is requesting to enter into a formal agreement with All County Staffing and increasing the spending threshold from \$24,999 to \$60,000 and to establish an initial term of two (2) years and option to renew for an additional three (3) years on an annual basis.

Further, City staff is requesting to utilize this vendor in accordance with the City's Procurement Code, Sec. 82-358 (b), which allows sole and single source procurements. Since the inception of the program, the nursing staff has established relationships with clients and their families. It is necessary to continue these relationships as to not disturb or interrupt the continuity of the client's development and program goals.

All County Staffing, Inc., provides excellent services and has been both responsive and responsible to the City's most vulnerable population.

Funding Source:

No fiscal impact with agenda item; however, if approved in the future, the City has budgeted for nursing services in the General Fund and Alzheimer Care Center Fund.

Fiscal Impact:

N/A

Sponsor Name/Department: Bobbi Williams, MPA, CGFO, NIGP-CPP, Director, Financial Services and Ericka Lockett, Director, PHS

Meeting Date: 6/9/2025

ATTACHMENTS:

Description	Type
□ Informal Agreement	Backup Material



AGREEMENT OF AWARD

FINANCIAL SERVICES DEPARTMENT
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA 33319
Phone: 954-535-2700 Fax: 954-535-1892
www.lauderdalelakes.org

VENDOR All County Staffing, Inc.
4850 North State Road 7, Suite 101
Lauderdale Lakes, FL 33319
Phone: 954-584-5194
Fax: 954-584-2274
Attn: Cynthia Baker
Email: info@allcountystaffing.com

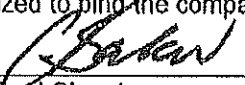
SERVICES City of Lauderdale Lakes
TO: Parks & Human Services
4300 Northwest 36 Street
Lauderdale Lakes, Florida 33319
Phone: 954-535-2820
Attn: Ericka Lockett

=====

The City of Lauderdale Lakes Parks & Human Services/Alzheimer's Care Center is actively seeking the services of qualified licensed Certified Nursing Staff as described in the Scope of Work, Exhibit "A" below as follows:

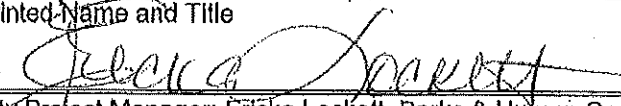
<u>Description</u>	<u>COST</u>
Nurse Registries to provide licensed Registered Nurses (RN), Licensed Practical Nurses (LPN), Certified Nursing Assistants (CNA) and In-Home Respite Care (IHRC) on an as-needed basis for on-call services for a three (3) year term renewable on a year-to-year basis. Effective date of this agreement is September 16, 2024. All County Staffing, Inc. will be the City's PRIMAY provider.	Annual Cost Not-to-Exceed \$24,999.99
TOTAL	\$24,999.99
All prices stipulated in this Agreement should exclude applicable state or local taxes.	

We hereby accept this award and all terms and conditions included. The contract signor must be an officer or authorized to bind the company to the terms and conditions set forth in this agreement.


Authorized Signature

9/13/24
Date

Cynthia Baker / President
Printed Name and Title


City Project Manager: Ericka Lockett, Parks & Human Services Assistant Director (954-535-2820)



Bobbi Williams, MPA, CGFO, NIGP-CPP
Director, Financial Services

Exhibit "A"

SCOPE OF WORK

1. Nurse Registries will provide Registered Nurses (RN) on an as needed basis for on-call services.
2. Nurse Registries will provide Licensed Practical Nurses (LPN) on an as needed basis for on-call services.
3. Nurse Registries will provide licensed Certified Nursing Assistants (CNA) on an as needed basis for on-call services.
4. Nurse Registries must provide certificate of insurance to include liability and malpractice in accordance with Florida Statute 400.471(3)

In addition to the requirements of s. 408.810, the home health agency must also obtain and maintain the following insurance coverage in an amount of not less than \$250,000 per claim, and the home health agency must submit proof of coverage with an initial application for licensure and with each application for license renewal:

(a) Malpractice insurance as defined in s. 624.605(1)(k),

(b) Liability insurance as defined in s. 624.605(1)(b).

5. Nurse Registries shall comply with Level II Background Screening and Fingerprint Requirements in accordance with Florida Statute 400.9065

400.9065 Background screening.—The agency shall require level 2 background screening for personnel as required in s. 408.809(1)(e) pursuant to chapter 435 and s. 408.809.

History.—s. 12, ch. 2010-114.

6. Nurse Registries shall ensure that all CNA, LPN, and RN employees maintain up to date CPR and First Aid Training Certificates.
7. Nurse Registries shall ensure that all CNA, LPN, and RN employees remain up to date on required In-Service Trainings and State Licensure.
8. Nurse Registries shall maintain all required licensures as required by the Agency for Health Care Administration (AHCA).
9. Provider/Agency must provide In-home Respite Care for a minimum of 4 hours. Hours will be determined by City staff.
10. Providers will NOT be required to provide services on the following days:
 - o New Year's Day
 - o Martin Luther King Day
 - o Presidents Day
 - o Memorial Day
 - o Juneteenth Day
 - o Independence Day
 - o Labor Day
 - o Veterans Day
 - o Thanksgiving Day
 - o The day after Thanksgiving Day
 - o Christmas Day

**ALL TERMS AND CONDITIONS
PURCHASE ORDER #:** _____

If there is a conflict between these additional Terms and Conditions and the Terms and Conditions listed on the Purchase Order, these additional Terms and Conditions shall prevail. For the purpose of this Purchase order and these Purchase Order Additional terms and Conditions, the terms Purchase Order and Contract may be used interchangeably, and when so used, deemed to have the same meaning in the context of this document.

Article 1. Time of Completion: The Work must begin upon notification to CONTRACTOR and issuance of this Purchase Order by the CITY, and shall be carried on at a rate to insure its full completion as per the attached Schedules and Scope of Work, the rate of progress and the time of completion being essential conditions of this Contract, time being of the essence.

Article 2. General: The CONTRACTOR hereby certifies each and every clause of the Contract Documents has been read, the location of the proposed work has been examined as is necessary to understand fully the nature of the obligation made, and the Work will be completed in the time limits specified, in accordance with the plans and specifications.

All Work under this contract shall be done to the satisfaction of the City's Project Manager who shall, in all cases, determine the amount, quality, fitness and acceptability of the Work to be paid for hereunder, and shall decide all questions which may arise as to the fulfillment of the Contract on the part of the CONTRACTOR; and their decision thereon shall be final and conclusive as to the CONTRACTOR; and such determination and decision, in case any questions shall arise, shall be a condition precedent to the right of the CONTRACTOR to receive any money hereunder.

Article 3. Progress Payments: CONTRACTOR may make Application for Payment for Work completed during the Project at intervals of not more than once a month. The Contractor's application shall show a complete breakdown of the Project components showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the CITY.

Each Application for Payment shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- C. Failure of CONTRACTOR to make payment properly to subcontractors or for material or labor.
- D. Damage to another CONTRACTOR not

remedied.

- E. Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved satisfactorily to the CITY, payment may be made.

Article 4. Acceptance and Final Payment: Upon receipt of written notice from CONTRACTOR the work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. If CITY finds the Work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the CITY's Projects Manager shall approve the Final Payment.

Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all work; and an Affidavit certifying that all suppliers and subcontractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

Final payment constituting the entire unpaid balance of the Contract sum shall be paid by CITY to the CONTRACTOR within thirty (30) days after completion of all Work, Contract fully performed and a final certificate for payment has been issued by the CITY'S representative.

Article 5. Guarantee: All work, materials and equipment furnished by the CONTRACTOR shall conform to industry and CITY standards. Any part of the equipment, materials, or work included in this Contract which proves defective, by reason of faulty materials or workmanship shall be corrected within twenty four (24) hours by CONTRACTOR at no additional cost to the CITY.

Article 6. Qualifications: CONTRACTOR, and the individual executing this Contract on behalf of the CONTRACTOR, warrants to the CITY that the CONTRACTOR is a Florida Contractor in good standing, and that the CONTRACTOR has all the required licenses and certifications of competency required by the State of Florida and the County of Broward to perform the Work herein described.

Article 7. Quality and Workmanship: The workmanship must be of the highest quality in its respective field.

Article 8. Barricades and Signs: CONTRACTOR shall provide signs, barricades, and flashing lights necessary for the protection of the Work and the safety of the public.

Article 9. The Contract Documents: The Purchase Order consists of the General Conditions, Additional terms and conditions, Agreement of Award letter, to include the Schedules and Pricing, and any applicable Change Orders.

Article 10. Debris: CONTRACTOR shall be responsible for the prompt and complete removal and lawful disposal of all debris that results from performance of the

Work.

Article 11. Equipment, Work and Personnel: Unless otherwise stated in the Contract Documents, all equipment to be incorporated in the Work are to be of the most suitable type of their respective kinds and shall be acceptable to the CITY. The CITY reserves the right to remove any of CONTRACTOR'S equipment or personnel not acceptable to the CITY for reason(s) expressed by the CITY.

Article 12. Compliance With Occupational Safety and Health Requirements: CONTRACTOR certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the CONTRACTOR.

Article 13. Entire Contract; Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract contains the entire understanding and Contract 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 Contract is executed. If any term in the CONTRACTOR'S Proposal appears to be in direct or apparent conflict with the Contract, then the terms of the contract shall prevail.

Article 14. Venue: This Contract and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Broward County, Florida.

Article 15. Deletion/Oversight/Misstatement: Any deletion, oversight or misstatement of the Specifications shall not release the CONTRACTOR from the responsibility of supplying a complete and fully operational unit, together with all appurtenances necessary for unrestricted operation as determined by the CITY in its sole discretion.

Article 16. Indemnification: CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees, expenses, and court costs, including appeals, for which the CITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this contract. The CONTRACTOR shall not be required to indemnify the CITY or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the CITY, or its agents, employees or representatives.

The CONTRACTOR, without exemption, shall indemnify and save harmless, the CITY, its employees and its Commission Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a

claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement.

If the CONTRACTOR uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, the contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR'S Indemnification of the Owner.

It is the specific intent of the parties hereto that the foregoing Indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and Contract of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing Indemnification and the "Specific Consideration" therefor.

Article 17. Definition of Terms: Terms used in this Contract shall have the meanings assigned to them in the Industry.

Article 18. Intent of Specifications: These Specifications cover only the general requirements as to the type of construction. The removal and disposal of existing materials will conform to all OSHA, CITY, State, County, Federal, and EPA requirements relating to this operation.

Article 19. Exceptions to Specifications: Any exceptions to the Specifications must be listed and explained. Failure to list any exceptions means CONTRACTOR is in 100% compliance with Specifications. All materials may be inspected upon delivery for compliance with Specifications. Deviations will not be tolerated and will be cause for rejection unless they were originally listed in CONTRACTOR'S proposal or approved (in writing) by the CITY. Any deletion, oversight or misstatement of these Specifications shall not release the CONTRACTOR from the responsibility of performing the Work as per Industry and CITY standards as determined by the CITY in its sole discretion.

Article 20. Silence of Specifications: The apparent Silence of Specifications as to any details or the omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that materials of the first quality and correct type, size and design are to be used.

Article 21. Joint Preparation: The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties further intention that this Contract be construed liberally to achieve its intent.

Article 22. Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be

entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

Article 23. Subcontracting: The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises, to include local businesses for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this contract as set forth in the Scope of Work.

The CONTRACTOR, its subcontractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and in its Contract with the subcontractor for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this Contract.

Article 24. Subcontractors: No more than fifty percent (50%) of the dollar value of the total Contract WORK may be accomplished by subcontractors. Balance of the WORK must be accomplished by the CONTRACTOR'S own forces. Each CONTRACTOR must furnish with its Bid Form, a list of the items it proposes to subcontract and the estimated cost of these items.

Article 25 Licenses and Permits: It shall be the responsibility of the CONTRACTOR to obtain and supply at no additional cost to the CITY, any and all licenses and permits required to complete the Contract. A copy of these licenses and permits shall be submitted to the CITY prior to commencement of work.

Article 26. Insurance: It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage:

Worker's Compensation and Employer's Liability coverage to apply to all employees for Statutory Limits in compliance with applicable state and federal laws. Coverage must include Employer's Liability with a minimum limit of \$100,000 each incident;

Business Auto Policy or similar form shall have minimal limits of \$500,000 Per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include, Owned, Hired and Non-Owned Vehicles;

Commercial General Liability or similar form shall have minimum limits of \$500,000 Per Occurrence Combined Single Limit for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or

Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed.

All Risk Property Insurance: When applicable, coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property and in an amount equal to the replacement cost of all real and personal property of the CITY's for which the CONTRACTOR is responsible and over which he exercises control. Builders Risk Insurance must be provided to cover property under construction and an Installation Floater must cover all machinery, vessels, air conditioners, or electric generators to be installed. This Insurance shall include a waiver of subrogation as to the CONSULTANT, the CITY, the CONTRACTOR, and their respective officers, agents, employees, and subcontractors.

- a. Coverage to be provided on a full replacement cost basis.
- b. Losses in excess of ten thousand dollars (\$10,000) shall be jointly payable to the CONTRACTOR and the CITY.
- c. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the CITY will not occupy the building(s), addition(s) or structure(s).
- d. Maximum Deductible - \$5,000 each claim.
- e. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

An original or certified copy of the signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured by CONTRACTOR in the types and amount(s) required hereunder, shall be included with the bid response.

After award, except as to Worker's Compensation and Employer's Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include the CITY of Lauderdale Lakes, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured. Required insurance shall support Contractor's indemnity set forth in the Contract and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse change, cancellation or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the CITY as to form and types of coverage. In the event that the statutory liability of the CITY is amended during the term of this Contract to exceed the above limits, CONTRACTOR shall be required, upon thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY.

It shall be the responsibility of the CONTRACTOR to insure that all subcontractors comply with the same insurance

requirements referenced above.

Article 27. Independent Contractor Relationship:

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

Article 28. Severability: If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

Article 29. Waiver: No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act requiring 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, whether or not similar to the act so consented or approved.

Article 30. Successors and Assigns: The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted neither CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

Article 31. Termination: Any Contract resulting from this Request For Quotation may be terminated, in whole or in part, by the CITY, with or without cause, immediately upon providing written notice to the CONTRACTOR. Unless the

CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for the services rendered to the CITY's satisfaction through the date of termination. After CONTRACTOR's receipt of the notice of termination, and except as otherwise directed by the CITY, the CONTRACTOR shall stop work on the date set forth in the notice of termination, and terminate and settle all orders and subcontracts relating to the performance of the terminated work.

Article 32. Annual Appropriation: This Bid is conditional upon the City having funding to implement the Contract.

Article 33. F.O.B. POINT, INSTALLED AS INDICATED: The F.O.B. point shall be installed at the location(s) specified herein on the attached specifications.

Article 34. Alternate or Equal: Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the Specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered only if they can be demonstrated to be of equal quality to the specification, and must include descriptive literature and Specifications. Failure to provide descriptive literature and Specifications with alternate offers may be cause for disqualification of the Alternate.

Article 35. Liquidated Damages: Should scheduled and/or assigned work not be completed by the required date, CONTRACTOR acknowledges that the CITY will suffer damages, the nature and extent of such damages suffered by the CITY not being capable of specific determination. Therefore, CONTRACTOR agrees to pay the CITY not as a penalty, but as liquidated damages a sum equal to One Hundred and Twenty Dollars (\$120.00) per day for each day elapsing between expiration of such time limit until the date of full completion of that portion of the work and CITY acceptance of it.

Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly imposed against the CONTRACTOR, in accordance with the terms of this Contract, State Laws, governing ordinances or regulations, the total amount thereof may be withheld from any monies due or to become due the CONTRACTOR under the Contract; and when deducted, shall be deemed and taken as payment in such amount.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

DISCUSSION REGARDING SECURING ADDITIONAL RESOURCES MOVING FORWARD WITH THE ESTABLISHMENT OF A COMMITTEE THAT WILL SPEARHEAD THE EFFORT OF ESTABLISHING A CHAMBER OF COMMERCE
--

Summary

This is a discussion regarding the Economic Development Advisory Board supporting the creation of the Lauderdale Lakes Chamber of Commerce. Its purpose is to educate the business community on the advantages of establishing a chamber of commerce and to actively recruit businesses to contribute to its successful incorporation.
--

Staff Recommendation

Background:

On May 14, 2025, the Economic Development Advisory Board (EDAB) hosted a Meet & Greet event as its first initiative to strengthen connections with local businesses. During the gathering, Board members highlighted the advantages of establishing a local Chamber of Commerce, outlined the incorporation process, and encouraged business owners to get involved. Nearly 43 business owners attended, expressing enthusiasm for supporting the chamber's creation.

Summary of Program:

Given the positive response from attendees at the Meet & Greet event, plans are underway to organize a follow-up meeting in the near future. As the initiative progresses, additional resources will be required to support the next steps. These may include a meeting place and financial resources.

Funding Source:

General Fund

Fiscal Impact:

Sponsor Name/Department: Vielka Buchanan, Economic Development Manager

Meeting Date: 6/9/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title
DISCUSSION REGARDING THE PROCESS AND PROCEDURE FOR HIRING A NEW CITY MANAGER (SPONSORED BY MAYOR EDWARDS PHILLIPS)
Summary
This is a continued discussion regarding the process for hiring a new City Manager.
Staff Recommendation

Background:

At the Commission Workshop held on May 27, 2025, the City Commission, by a 3-to-1 consensus, directed City staff to begin formal preparations for retaining executive search firms for review and selection by the City Commission. A senior advisor from the International City Commission Association (ICMA) has not been assigned at this time; however, at the direction of the Commission, city staff will request further assistance and/or ask that one be assigned.

To initiate the search, City staff published a Request for Proposal (RFP) on the DemandStar e-procurement platform on June 3, 2025. The solicitation aims to attract qualified and experienced executive search firms that specialize in public sector recruitment, particularly at the City Manager level. The anticipated steps to hire an executive search firm are below with a timeline:

Activity	Timeline
Published RFP/LOI	Monday, June 3, 2025
City Staff Prepares Update to City Commission on Process	Monday, June 9, 2025
Questions Due from Proposers	Friday, June 20, 2025
City Staff Prepare Update to City Commission on Process	Monday, June 23, 2025
Responses/Proposals Due	Tuesday, July 2, 2025
Review by Procurement Staff	TBD
Submit Proposals to Commission/Shortlist Process	Monday, July 22, 2025
Presentations of Executive Firms Shortlisted/Select Firm	Monday, September 8, 2025
Award Firm (Golden Rod)	Tuesday, September 23, 2025

Upon contract award, the executive search firm will execute its approach and process based upon its proposal submitted.

Funding Source:

N/A

Fiscal Impact:

If approved to move ahead in this direction, there will be a fiscal impact to the City when awarding a contract to an executive search firm. Based upon initial research, the fiscal impact is anticipated to be approximately \$35,000 to \$50,000.

Sponsor Name/Department: Mayor Edwards Phillips, Mayor and City Commission

Meeting Date: 6/9/2025

ATTACHMENTS:

Description	Type
RFP25-3110-10R, Executive Search Firm for City Manager	

REQUEST FOR PROPOSALS

Executive Search Firm for City Manager Recruitment

RFP:25-3110-10R

Issued on behalf of Mayor and City Commission

CITY OF LAUDERDALE LAKES

Financial Services Department

4300 NW 36th Street

Lauderdale Lakes, FL 33319

Phone: (954) 535-2700

Fax: (954) 535-1892

Email: purchasing@lauderdalelakes.org

ALL PROPOSALS WILL BE RECEIVED VIA DEMANDSTAR.COM



City of Lauderdale Lakes, Florida

Financial Services Department
4300 NW 36th Street
Lauderdale Lakes, FL 33319
www.lauderdalelakes.org
purchasing@lauderdalelakes.org

Solicitation Information

Solicitation Title:	Executive Search Firm for City Manager Recruitment
Purpose/Description:	The City of Lauderdale Lakes, Florida is seeking to engage the services of a qualified executive search firm to assist in the recruitment of a City Manager. We are inviting proposals from firms with demonstrated experience in municipal executive searches, particularly for senior-level public sector leadership roles.

Event	Location	Date	Time
RFP Published	City of Lauderdale Lakes, FL	June 3, 2025	N/A
Pre-Proposal Conference	City of Lauderdale Lakes, FL	N/A	N/A
Deadline for Questions	City of Lauderdale Lakes, FL	June 20, 2025	12:00pm
RFP Close Date/Proposals Due	City of Lauderdale Lakes, FL	July 2, 2025	10:30am
Evaluation Committee Review	City of Lauderdale Lakes, FL	TBD	TBD
Presentation of Executive Firms to City Commission	City of Lauderdale Lakes, FL	September 8, 2025 ¹	5:00pm
Anticipated Award Date	City of Lauderdale Lakes, FL	September 23, 2025 ¹	7:00pm

Note:

¹ The City of Lauderdale Lakes reserves the right to delay and/or change the date for this event.

Point of Contact: Requests for Information related to this solicitation must be directed to:

Bobbi J. Williams, MPA, CGFO, NIGP-CPP
Director, Financial Services
bobbjw@lauderdalelakes.org

Please send written questions in the form of an email and copy purchasing@lauderdalelakes.org

Please send written questions in the form of an email.

REQUEST FOR PROPOSAL

The City of Lauderdale Lakes, Florida, hereinafter referred to as the "CITY", is hereby soliciting proposals from experienced and qualified executive search firms to assist in the recruitment of a City Manager in accordance with the terms and conditions and specifications contained in this Request for Proposal (RFP) 25-3110-10R to be received at the Financial Services Department, City of Lauderdale Lakes, 4300 NW 36th Street, Lauderdale Lakes, Florida 33319-5599, until 10:30 a.m. Local Time (EST), on **July 2, 2025**, at which time this RFP will be publicly declared closed.

Please submit electronically to Demandstar by Onvia at www.demandstar.com. Hard copies of the bids or proposals are no longer accepted.

Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.demandstar.com. Proposers who obtain solicitation documents from other sources than DemandStar.com are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by DemandStar.

RFP: 25-3110-10R

Title: Executive Search Firm for City Manager Recruitment

Deadline for Receipt of Proposals: July 2, 2025 at 10:30 am

Pre-Proposal Conference: There is no pre-proposal conference scheduled for this solicitation.

Electronic Proposal Openings. Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Lauderdale Lakes will be opened electronically via www.demandstar.com at the date and time indicated on the solicitation. All openings will be held on the DEMANDSTAR.COM platform. The opening may be viewed in real time through a "GoTo Meeting" or similar type platform.

Bid Opening: RFP25-3110-10R, Executive Search Firm for City Manager Recruitment

Jul 2, 2025, 10:30 – 11:00 AM (America/New_York)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/484614085>

You can also dial in using your phone.

Access Code:

484-614-085

United States:

[+1 \(224\) 501-3412](tel:+12245013412)

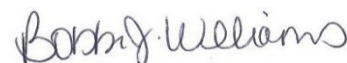
Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

Acceptance and Rejections: The City of Lauderdale Lakes, Florida, reserves the right to reject any and all proposals, waive informalities, re-advertise and award the Contract in its best interest.

Prohibition Against Lobbying: Please be advised that this solicitation is subject to the City of Lauderdale Lakes' Purchasing Code Section 82-366, Ethics in Public Contracting, prohibiting communication related to this solicitation except with the designated representative during the formal solicitation process.

City of Lauderdale Lakes, Florida



Advertisement Dates:

June 5 & 12, 2025

By: _____

Bobbi Williams, MPA, CGFO, NIGP-CPP
Director, Financial Services

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SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1. Addendum(s):** Any additions, deletions, or revisions to the Solicitation.
- 1.2. Amendment:** Document signed by the Consultant and the CITY that authorizes an adjustment in the Work, Contract Price, or Contract Time.
- 1.3. Best and Final Proposal(s):** The final quote submitted after negotiations are completed containing the PROPOSER's most favorable terms for price, Services, and products to be delivered.
- 1.4. CBE Firm or SBE Firm:** A County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.
- 1.5. City:** The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.
- 1.6. City Commission:** The governing and legislative body of the CITY.
- 1.7. City Manager:** The chief administrative officer of the CITY as defined by City Charter and/or Code of Ordinances.
- 1.8. Contract or Agreement:** The written agreement for performance of the Scope of Work entered into between the CITY and the successful PROPOSER.
- 1.9. Contract Administrator:** The Purchasing Agent, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- 1.10. Contract Documents:** The Request for Qualifications, all attachments and exhibits, Qualification Forms (including the Quote, information required of PROPOSER, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Terms and Conditions (if any), Special Conditions (if any), Technical Specifications (if any), Drawings, and all addenda and Change Orders.
- 1.11. Department of Financial Services:** The Department of Financial Services-Department of Financial Services of the City of Lauderdale Lakes.
- 1.12. Drawings and/or Plans:** The official drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of Work and which have been prepared by the Consultant and are referred to in Contract Documents.
- 1.13. Due Date and Time:** Due date and time listed in the Solicitation Timetable stated in this Solicitation.
- 1.14. Effective Date of the Agreement:** Date indicated in the Agreement on which it was executed. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

- 1.15. Evaluation/Selection Committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.16. Local Business:** A firm that is domiciled and doing business within the City of Lauderdale Lakes CITY limits and complies with all City of Lauderdale Lakes licensing requirements and is current on all CITY taxes.
- 1.17. Notice to Proceed.** A written notice to Contractor authorizing the commencement of work.
- 1.18. “Proposal”, “Response” “Offer” or “Bid”:** Any offer(s) submitted in response to this Request for Qualifications.
- 1.19. Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Contract, PROPOSER shall mean the same thing as the BIDDER.
- 1.20. “Provider”, “Bidder”, “Contractor”, or “Successful Proposer” “Firm” “Program Administrator” “Vendor: or “Consultant”:** The PROPOSER receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.21. Purchasing Office:** The Administration Division of the Department of Financial Services of the City of Lauderdale Lakes.
- 1.22. “Request for Proposal,” or “RFP”:** This Request for Proposal including all Exhibits and Attachments as approved by the CITY, and addendums or change orders issued by the Purchasing Division.
- 1.23. Subcontractor/ Subconsultant:** Any person, firm, entity, or organization, other than the employees of the Successful PROPOSER, who contract with the Successful PROPOSER to furnish labor, or labor and materials, in connection with the Work or Services to the CITY, whether directly or indirectly, on behalf of the Successful PROPOSER.
- 1.24. Substitutions or As Equal:** Materials, products, equipment or system, that are alternate from those originally specified in the Contract Documents.
- 1.25. Surety:** The surety company or individual bound by the performance bond and payment bond with and for the Successful PROPOSER who is primarily liable, and which surety company or individual is responsible for the Successful PROPOSER’s satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section §255.05, Florida Statutes.
- 1.26. Taxes:** All taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.
- 1.27. Vendor:** All merchants, Material men, Suppliers of labor, Material and equipment, providers and all other professionals who are currently under service contracts with the CITY and are delivering Services to the CITY.
- 1.28. Work, Services, Program, Project, Activity, or Engagement:** All matters that will be required to be done by the successful PROPOSER in accordance with the Scope of Work, and the Terms and Conditions of this RFQ.

SECTION 2 – SCOPE OF SERVICES

I. INTRODUCTION AND BACKGROUND

The City of Lauderdale Lakes, Florida is seeking to engage the services of a qualified executive search firm to assist in the recruitment of a City Manager. We are inviting proposals from firms with demonstrated experience in municipal executive searches, particularly for senior-level public sector leadership roles.

About the City of Lauderdale Lakes

The City of Lauderdale Lakes is located near the geographic center of Broward County, immediately east of the Florida Turnpike. State Road 7 (U.S. 441) and Oakland Park Boulevard are the major arterial roadways traversing the CITY. Lauderdale Lakes is approximately 4 square miles in size. The predominant land use is residential with approximately 59% of the total housing stock being condominiums. The CITY also contains a full range of commercial, industrial and institutional land uses, located primarily along arterial roadways.

The City of Lauderdale Lakes has a diverse population and is estimated at 36,760, which is supported by a staffing complement of 157. The City is governed by a Commission/City Manager form of government. Mayor and Commissioners are elected officials and serve for a four-year term. The City Manager is appointed by the City Commission.

II. SCOPE OF SERVICES:

The City Manager serves as the chief administrative officer, appointed by the City Commission, and is responsible for the daily operations of city government, policy implementation, and long-term strategic planning. We are seeking a seasoned leader who can foster a high-performance organizational culture, engage effectively with the community, and lead with transparency, vision, and integrity.

Scope of Services Requested

The selected firm will be expected to provide comprehensive search services including, but not limited to:

- Consultation with elected officials and stakeholders to define candidate profile
- Development of a position description and recruitment strategy
- Proactive candidate identification and screening
- Interview coordination and background/reference checks
- Assistance with final negotiations, onboarding, and transition support

The City shall retain the right to conduct any research or background checks in addition to the firm's findings for any potential candidate.

SECTION 3 – INQUIRIES/AVAILABILITY

Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

City of Lauderdale Lakes – Financial Services Department
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Attn: Bobbi Williams, MPA, CGFO, NIGP-CPP
OR
Fax (954) 535-1892
OR

Email: bobbiiw@lauderdalelakes.org and must copy purchasing@lauderdalelakes.org

Copies of the RFP may be obtained from the Department of Financial Services.

CONTACT WITH PERSONNEL OF THE CITY OF LAUDERDALE LAKES OTHER THAN THE DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE

GROUND FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 4 - WAIVERS

The CITY in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 5 – GENERAL CONDITIONS

It is the sole responsibility of the PROPOSER to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the process of this Solicitation. Pleas of ignorance by the PROPOSER of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of this Solicitation.

ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

ANNUAL APPROPRIATION: Any Contract issued is conditional upon the approval of the annual budget appropriations to implement the Contract.

ASSIGNMENT: Any Purchase Order or Contract issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, in whole or part without prior consent and approval by the City Manager or designated representative.

AWARD OF CONTRACT. The CITY reserves the right to accept any Bid or combination of Bid alternates which, in the CITY'S judgment will best serve the CITY'S interest, reject any and all Bids, waive any and all informalities and/or irregularities, and disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the CITY reserves the right to reject the Bid of any BIDDER, if the CITY believes that it would not be in the best interest of the CITY to make an award to that BIDDER, whether because the Bid is non-conforming, non-responsive, unqualified, of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CITY.

The Successful Contractor(s) shall not begin work until a Contract has been awarded by the City Commission (if required) and a notice to proceed has been issued. Contractor(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Contractor(s) following Commission award.

BID FORM/BID CHECKLIST. Bid Form OR Bid Checklist must accompany all bids/proposals.

Bids by partnerships must be executed in the partnership name, signed by a partner, and accompanied by evidence of authority to sign. The name of the person executing the Bid Document shall be typed or printed below the signature.

Bids by corporations must be executed in the corporate name by the president, vice-president or other corporate officer, attested by the secretary of the corporation and accompanied by evidence of authority to sign. The name of the person executing the Bid Document and state of incorporation shall be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda.

BID SECURITY (IF APPLICABLE). Each Bid must be accompanied by a Bid security made payable to the

City of Lauderdale Lakes in an amount of five percent (5%) of the BIDDER'S maximum Bid price and in the form of a certified check or cashier's check drawn upon any State or National Bank of Florida or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions. Said check or Bid Bond shall be made payable to the CITY and shall be given as a guarantee that BIDDER, upon receipt of Notice of Tentative Award of the contract, will enter into the Contract with the CITY, and furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said Bonds to be in the amount stated on the Invitation to Bid.

The Bid Security of the SUCCESSFUL BIDDER will be retained until such BIDDER has executed the Construction Contract and furnished the required contract security whereupon the Bid security will be returned. If the apparent SUCCESSFUL BIDDER fails to execute and deliver the Construction Contract and furnish the required contract security within fifteen (15) calendar days after the Notice of Tentative Award, which is issued prior to CITY Commission award of Construction Contract, the CITY may annul the Notice of Tentative Award, and the Bid security of that BIDDER will be forfeited. The CITY may then accept the Bid of the next lowest responding BIDDER, or re-advertise for bids. If the Bid of the next lowest BIDDER is accepted, this acceptance shall bind such BIDDER as though it was the original SUCCESSFUL BIDDER. There shall be no binding contract until such time as the CITY accepts the Construction Contract and makes final award of the contract. The Bid Security of other BIDDERS whom CITY believes to have a reasonable chance of receiving the award may be retained by the CITY until the earlier of the seventh day after the effective date of the Construction Contract or the ninety-first day after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned. Bid security with Bids which are not competitive or responsive will be returned upon award of the Bid.

BONDING (IF APPLICABLE). Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and hold harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

Pursuant to the requirements of Section 255.05(1) (a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

CLEAN AIR ACT AND FEDERAL POLLUTION CONTROL ACT: CONTRACTOR shall comply 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).

COORDINATION. The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Public Works Director before construction is started and shall coordinate his Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange his Work and dispose of his materials so as to not interfere with the operation of other Contractors engaged upon adjacent work and to join his Work to that of others in a proper manner and

to perform his Work in the proper sequence in relation to that of other Contractors all as may be directed by the Public Works Director. **Each Contractor shall be responsible for any damage done by him or his agents to the work performed by another Contractor.**

The Contractor shall contact the Broward County Transportation Department and the Florida Department of Transportation, as applicable, to verify and obtain location of any and all traffic conduits, loops, and street light underground services.

CONTRACT EXTENSION: The City reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the City and the Successful Proposer are in mutual agreement of such extensions.

COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS: Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances rules and regulations that are applicable to the services being offered in the ITB. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility.

DAVIS-BACON ACT: CONTRACTOR shall comply with the computation of wages for mechanics and laborers in accordance with 40 U.S.C. §§ 3702 and 3704 and supplements of 29 C.F.R Part 5.

DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS: The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

DELETION/OVERSIGHT/MISSTATEMENT: Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.

EMPLOYEES: Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

EQUAL EMPLOYMENT OPPORTUNITY: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. To include any revisions and/or amendments to the 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

EXPENSES: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. All expenses in the preparation of this ITB are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the ITB.

FACILITIES: The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of agreement. City reserves the right to consider history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if history of violations warrant such a determination.

INDEMNIFICATION: Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all

attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Contract. The Proposer shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives.

The parties agree that one per cent (1%) of the total compensation paid to the Proposer for performance of this Contract shall represent the specific consideration for the Proposer's indemnification of the Owner.

It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

INTERPRETATIONS: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Agent. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

LOCAL PREFERENCE. Any qualified local business shall receive bidding preferences pursuant to Section 82-356 (l) of the CITY's Code of Ordinances, which states:

"If a qualified local business submits a response to either an inquiry made pursuant to informal competitive conditions or a formal solicitation as required in Section 82-356 of the code, and the original Bid of the qualified local business is within ten percent (10%) of the low Bid, then the CITY shall give the qualified local business the opportunity to meet the price of the low Bid. The order of preference by which the qualified local business shall be given the opportunity to match the low Bid shall be from the lowest to the highest Bid, as long as the initial Bid was within ten percent (10%) of the low Bid."

MINIMUM QUALIFICATIONS To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services for a minimum of three (3) years, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Lauderdale Lakes. Master Electrician is preferred.

MODIFICATION OF PROPOSAL: Any modification of an Offer by the Proposer shall be submitted to the Department of Financial Services prior to the Solicitation Closing Date & Time. The Proposer shall submit the new Offer and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Offer. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to modify the Proposal is presented. A City representative will verify this information prior to acceptance of the modified proposal. The sealed envelope shall contain the same information as required for submitting the original Offer. In addition the envelope shall be marked with a statement that this Offer replaces the previously submitted Offer. No modifications of an Offer shall be accepted after the Solicitation Closing Date & Time.

NO EXCLUSIVE CONTRACT .Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical

services from another vendor at the City's sole option.

NON-COLLUSION: Every BIDDER shall provide an affidavit on the form provided indicating that it has not divulged, discussed or compared its Bid with other BIDDERS and has not colluded with any other BIDDER or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation will result in the cancellation and/or return of materials (as applicable) as being non-conforming and removal from the CITY'S Bid list(s).

PAYMENTS/INVOICES. Payment terms will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

PAYMENT METHOD: The City requires all vendors to receive payment by electronic funds transfer (EFT). This allows you as a vendor of the City of Lauderdale Lakes to receive your payment fast and safely. Accordingly, firms must presently have the ability to accept electronic funds transfer payments or take whatever steps necessary to implement acceptance before the commencement of a contract. EFT application is provided in the Vendor Registration Application.

PAYMENT SCHEDULE: Payments will be based on a schedule of payment to be developed upon award of this Contract. In addition, the City reserves the right to inspect records supporting the firm's billings.

PERMITS, TAXES, LICENSES. The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

PROCUREMENT OF RECOVERED MATERIALS: CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). During the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA - designated items unless the product cannot be acquired

PROPOSALS TO REMAIN OPEN: All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.

PROTESTS. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Financial Services or designee. The protest shall be submitted in writing within five business days after such aggrieved person knows or should have known of the facts giving rise thereto. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Lauderdale Lakes, in an amount equal to five percent of the total bid or estimated contract amount, or \$5,000.00, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. **Please refer to the City's Procurement Code, Article XIII, Lauderdale Lakes Procurement Code, Sec 82-364.**

PUBLIC ENTITY CRIMES: Pursuant to F.S. 287.133, as amended: 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 proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

RECORDS/AUDIT. The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's designee, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

RESPONSIBILITY In order to be considered as a responsible Contractor, Contractor shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

RESPONSIVENESS. In order to be considered responsive to the solicitation, the Contractor's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

SCRUTINIZED COMPANIES: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

SUB-CONTRACTORS, SUPPLIERS AND OTHERS. If the Bid Form requires the identity of certain SUB-CONTRACTORS, Suppliers and other persons and organizations, including those who are to furnish the principal items of material and equipment, to be submitted, the BIDDER shall provide such identification. If requested by the CITY, BIDDER shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each SUB-CONTRACTOR, Supplier, person or organization. If the CITY after due investigation has reasonable objection to any proposed SUB-CONTRACTOR, Supplier, other person or organization, either may, before the Notice of Tentative Award is given, request the apparent SUCCESSFUL BIDDER to submit an acceptable substitute without an increase in Bid price. If the apparent SUCCESSFUL BIDDER declines to make any such substitution, the CITY may award the contract to the next lowest BIDDER that proposes to use acceptable SUB-CONTRACTORS, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any BIDDER. Any SUB-CONTRACTOR, Supplier, other person or organization listed and to whom the CITY does not make written objection prior to the giving of the Notice of Tentative Award will be deemed acceptable to the CITY subject to revocation of such acceptance after the Effective Date of the Contract as provided in Paragraph 6.5.2 of the General Conditions. SUB- CONTRACTORS shall not be changed without the approval of the CITY. No acceptance by the CITY of any such SUB-CONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective WORK or materials not conforming to these specifications.

In contracts where the Contract Price is on the basis of Cost-of-the-WORK Plus a Fee, the apparent SUCCESSFUL BIDDER, prior to the Notice of Tentative Award, shall identify in writing to the CITY those portions of the WORK that such BIDDER proposes to subcontract and after the Notice of Tentative Award the Successful BIDDER may only subcontract other portions of the WORK with the CITY'S written consent.

No BIDDER shall be required to employ any SUB-CONTRACTOR, other person or organization against which BIDDER has reasonable objection.

No more than seventy percent (70%) of the dollar value of the total contract WORK may be accomplished by SUB-CONTRACTORS. Balance of the WORK must be accomplished by the SUCCESSFUL BIDDER'S own forces. Each BIDDER must furnish with its Bid Form, a list of the items it proposes to subcontract and the estimated cost of these items.

SUBSTITUTE OR "OR-EQUAL" ITEMS. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by SUCCESSFUL BIDDER if acceptable to CITY, application for such acceptance must be made fifteen (15) Calendar days prior to the Bid opening date, or such application will not be considered by CITY. The procedure for submittal of any such application, including those applications made after award of the Construction Contract by SUCCESSFUL BIDDER for consideration by CITY, is set forth in Section 6.4 of the General Conditions which may be supplemented in the General Requirements.

SUBSTITUTION OF KEY PERSONNEL. It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Consultant wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

VENUE: All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

WITHDRAWAL OF PROPOSAL: An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Department of Financial Services prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Department of Financial Services at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT. The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

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

Telephone Number: 954-535-2700

Mailing Address: City Clerk's Office
4300 NW 36th Street, Lauderdale Lakes, FL 33309
EMAIL: cityclerk1@lauderdalelakes.org

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

SECTION 6 – SUBMITTAL PACKAGE

Interested firms are requested to submit a written proposal including:

- | | |
|----------------------|--|
| <u>Tab #1</u> | Firm Overview – History, core competencies, and public sector experience |
| <u>Tab #2</u> | Search Process – Description of approach, timeline, and stakeholder engagement |
| <u>Tab #3</u> | Key Personnel – Team bios and their roles in the search process |
| <u>Tab #4</u> | Past Engagements – Examples of similar successful City Manager or municipal executive placements |
| <u>Tab #5</u> | Fee Structure – Outline of professional fees, payment terms, and any additional costs. Complete and insert the form Cost Proposal (Attachment “C”) |
| <u>Tab #6</u> | References – Minimum of three recent municipal or government clients. Complete and insert the Client Reference Listing form |
| <u>Tab #7</u> | Attachments: Checklist, Proposer’s Qualification Statement (Attachment “A”), Non-Collusive Affidavit (Attachment “B”), Drug-Free WorkPlace Affidavit (Attachment “D”), E-Verify Statement (“E”), Signature Page (Attachment “F”), Debarment Certification (Attachment “G”), Public Entity Crime Statement (Attachment “H”), Foreign (Non-Florida) Corporation Disclosure (Attachment I); Certificate of Insurance (proof only), Business Tax Receipt and Licenses (if applicable). |

SUBMITTAL CHECKLIST
Checklist must be inserted before Tab #1

PROPOSER NAME: _____

PROPOSER PHONE: _____

PROPOSER EMAIL: _____

BEFORE SUBMITTING YOUR PROPOSAL MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED:

- ☐ Proposer's Qualification Statement (Attachment "A"). Complete and sign the qualification statement.
(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
- ☐ Client Reference Listing
- ☐ Non-Collusive Affidavit (Attachment "B"). This form must be properly notarized.
- ☐ Cost Schedule (Attachment "C").
- ☐ Drug-Free Workplace Affidavit (Attachment "D")
- ☐ E-Verify Statement ("E")
- ☐ Signature Page (Attachment "F"). This form must be properly notarized.
- ☐ Debarment Certification (Attachment "G")
- ☐ Public Entity Crime Statement (Attachment "H"). This form must be properly notarized.
- ☐ Foreign (Non-Florida) Corporation Disclosure (Attachment I)
- ☐ Certificate of Insurance (proof only)
- ☐ Business Tax Receipt and Licenses. Attach Business Tax Receipt from the CITY or County. Include a copy of state registration and any other applicable licenses.

Other Notes:

- ☐ Submit electronic version at www.demandstar.com (you must be registered in the system)

I have read the solicitation, RFP 25-3110-10R, Executive Search Firm for City Manager Recruitment, and I acknowledge and fully understand the scope of services and further have read the instructions and general information in its entirety. I agree to perform in accordance with the terms and conditions set forth in this Request for Proposal.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name/Title

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

Proposer's Name and Principal Address:

Contact Person's Name and Title: _____

Proposer's Telephone and Fax Number: _____

Proposer's Email Address: _____

Proposer's License Number: _____

(Please attach certificate of status, competency, and/or state registration.)

Proposer's Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFQ: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the CITY and shall render the PROPOSER RFQ submittals non-responsive.

At what address was that business located?

Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where, and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the PROPOSER, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the PROPOSER and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the PROPOSER or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the PROPOSER, its principals or officers or predecessor organization(s) were defendants.

Has the PROPOSER, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an ☐ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name/Title

**City of Lauderdale Lakes
CLIENT REFERENCE LISTING**

Please list government agencies and/or private firms with whom you have done business during the last five years. Include this completed document in Tab 6, References.

Your Company Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

Agency/Firm Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

Agency/Firm Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

Agency/Firm Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

Agency/Firm Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

I understand that all information listed above may be checked by the city of Lauderdale Lakes and I authorize all entities or persons listed above to answer any and all questions. I hereby indemnify the city of Lauderdale Lakes and the persons and entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

**City of Lauderdale Lakes
ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 2025 by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and
Commission Number

**City of Lauderdale Lakes
ATTACHMENT "C"
COST PROPOSAL**

Total Lump Sum	\$
----------------	----

Total Project Cost Written: _____ Dollars and _____ Cents

Total cost proposal shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Contractor shall furnish all labor, materials, and equipment and perform all the necessary Work in the manner and form provided in the Contract Documents.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name/Title

City of Lauderdale Lakes
ATTACHMENT "D"
CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Proposal Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name/Title

**City of Lauderdale Lakes
ATTACHMENT "E"
E-VERIFY AFFIRMATION STATEMENT**

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both prime Contractors and Subcontractors. It is the responsibility of the prime Contractor to verify compliance with Subcontractors.

A certificate of compliance must accompany this affirmation.

Proposal/Contract No: RFP 25-3110-10R

Project Description: Executive Search Firm for City Manager Recruitment

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify system during the term of the Contract is a condition of the Contract.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name/Title

**City of Lauderdale Lakes
ATTACHMENT "F"
SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The PROPOSER is financially solvent and sufficiently experienced and competent to perform all of the work required of the PROPOSER in the Contract;
2. The facts stated in the PROPOSER's response pursuant to Request for Submittals, instructions to PROPOSER and Specifications are true and correct in all respects;
3. The PROPOSER has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The PROPOSER warrants all materials supplied by it are delivered to the CITY of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the PROPOSER is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof.
5. **PROPOSER understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the CITY the firm will negotiate in good faith to establish an agreement.
7. PROPOSER understands that all information listed above may be checked by the City of Lauderdale Lakes and PROPOSER authorizes all entities or persons listed above to answer any and all questions. PROPOSER hereby indemnifies the City of Lauderdale Lakes and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this ____ day of _____, 2025.

(If an individual, partnership, or non-incorporated organization)

Witness

Printed

Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 2025, between the City of Lauderdale Lakes, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2025.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 2025 by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and
Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 2025, between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2025.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 2025 by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number

**City of Lauderdale Lakes
ATTACHMENT "G"
DEBARMENT CERTIFICATION**

49 CFR Part 29- Appendix B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions: if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Proposer's Signature

(Print Type Name)

**City of Lauderdale Lakes
ATTACHMENT "H"
PUBLIC ENTITY CRIMES**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lauderdale Lakes, Florida
by _____ (name and title of individual) For

_____ (name of entity) whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is
_____. (If the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or no lo contendre.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2025 by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and
Commission Number

City of Lauderdale Lakes

ATTACHMENT "I"

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation MAY NOT transact business in this STATE OF FLORIDA until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

(a) Maintaining, defending, or settling any proceedings.

(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

(c) Maintaining bank accounts.

(d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

(e) Selling through independent contractors.

(f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

(i) Transacting business in interstate commerce.

(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

(m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust

(II) _____ Sole Proprietorships of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Authorized Agent Signature

Authorized Agent Printed Name/Title



CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700 / FAX (954) 535-1892
www.lauderdalelakes.org

CONTRACT NO. 25-3110-10R#
EXECUTIVE SEARCH FIRM FOR CITY MANAGER RECRUITMENT

This Contract is made as of the ____ day of _____, 2025, between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and _____ a Corporation, authorized to do business in the State of Florida, ("CONTRACTOR"), ("Parties"), whose Federal I.D. number is _____.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified executive search firms to assist in the recruitment of a City Manager, and

WHEREAS, at its meeting of _____ xx, 2025, by Resolution # 2025-XXX, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract # RFP25-3110-10R and

WHEREAS, the CONTRACTOR is willing and able to perform the work of providing assisting the City of Lauderdale Lakes to recruit and select a City Manager for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to assist the City of Lauderdale Lakes to recruit and select a City Manager specifically set in the Scope of Work detailed in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be Bobbi Williams, telephone (954) 535-2818 or bobbiiw@lauderdalelakes.org.

ARTICLE 2 - TERM

The term of this agreement is through the completion of the recruitment and selection of the City Manager. There are no authorized extensions to perform other services not associated with this project.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Exhibit "B", Schedule of Professional Fees. Such payment shall

be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.

CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY on an annual basis. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications of other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, working drawings, and specifications of other documents prepared by the CONTRACTOR, his employees, sub-contractors, agents and Contractors.

Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars (\$100). After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

Termination for Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONTRACTOR thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "C", must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subContractor or to reject the selection of a particular subContractor and to inspect all facilities of any subContractors in order to make a determination as to the capability of the subContractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any subContractors on this project the following provisions of this Article shall apply:

If a subContractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subContractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subContractor by the CITY. The substitution of a subContractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONTRACTOR, its subContractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subContractor for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this Contract.

ARTICLE 8 – INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative.

Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

- C. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- F. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- G. It shall be the responsibility of the CONTRACTOR to ensure that all subContractors comply with the same insurance requirements referenced above.
- H. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
- I. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.
- J. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at it's sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- K. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 9 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with applicable Florida Statutes.

The CONTRACTOR, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of

its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR's control or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 14 - PLEDGE OF CREDIT, ARREARS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed or purchased under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 17 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than its bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 20 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 24 - Modifications of Work.

ARTICLE 24 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, **in writing**:

- (1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- (2) Notify the CITY of any estimated change in the completion date, and
- (3) Advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

FOR CITY

Attn: Mayor & City Commission
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700 Ext. 2700

FOR CITY

Financial Services Department
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700 Ext. 2828

FOR CONTRACTOR

Attn:
Name of Firm
Address
City, State, Zip
[email](#) address

ARTICLE 26 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

ARTICLE 27 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 28 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement

hereof. CITY's consent to or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 29 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 30 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 31 - CONTRACT DOCUMENTS

The Contract documents are as follows: Request for Proposal, Contract, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the CONTRACTOR on the ____ day of _____, _____

NAME OF FIRM

Corporate Seal

Witness

Name, Title (Typed)

As to the CITY on the ____ day of _____, _____.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

Exhibit A: Scope of Work
Exhibit B: Schedule of Professional Fees
Exhibit C: Key Personnel/management team

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) FOR THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM FROM THE BROWARD SHERIFF'S OFFICE (BSO) IN THE AMOUNT OF TWENTY-THREE THOUSAND, SEVEN HUNDRED SEVENTY THREE AND 13/100 (\$23,773.13) DOLLARS

Summary

This is a discussion regarding the approval of the memorandum of understanding between the City of Lauderdale Lakes and the Broward Sheriff's Office. This MOU is related to the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG).

Staff Recommendation

Background:

On December 13, 2022, the City of Lauderdale Lakes accepted funds from the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) through Broward County per Resolution 2022-133. Broward County has since executed agreements with BSO to administer the awards on their behalf. Therefore, BSO will serve as the lead agency and grant administrator for the agencies in Broward County, Florida participating in the JAG program. Due to extended legal review processes by the U.S. Department of Justice (DOJ), Broward County, and BSO, finalization of the required Memorandum of Understanding (MOU) was delayed. The MOU is now ready for execution by all participating agencies, including the City of Lauderdale Lakes.

The City of Lauderdale Lakes will now enter into a Memorandum of Understanding with Broward Sheriff Office to memorialize the terms under which the City will serve as a non-federal pass-through entity to provide the Sub-Award to BSO and BSO's obligations in connection with the Grant in the amount up to \$23,773.13. With this MOU agreement, BSO shall disperse the funds to the parties in the amounts determined by the JAG Program. For municipalities that currently contract with BSO for law enforcement services, such as the City of Lauderdale Lakes, BSO shall retain the funds for use in the appropriate BSO Districts pursuant to the contracts for law enforcement services. (See Exhibit A for reference).

This MOU shall remain in effect from October 1, 2021, through September 30, 2025, and its continuation is subject to the availability of necessary funding through the Justice Assistance Grant (JAG) Program. The Broward Sheriff's Office (BSO) has advised that they intend to request a one-year extension of this agreement through September 30, 2026. The extension request will be submitted within 90 days prior to the agreement's expiration and is expected to be approved, as in prior years.

The City's allocation of \$25,568 is reduced by 7% (\$1,795.87) for administrative costs associated with the grant administration. The City's net award of \$23,773.13 was approved to fund overtime costs associated with crime reduction operations through the application of resources to surveillance operations, decoy operations, or area saturation with a zero-tolerance policy within identified areas that are experiencing an increase in robberies and burglaries. These target areas will be identified through a regional Crime Analyst who will provide current data regarding times, dates and location of crimes. Deputies and detectives will be deployed in these areas in an attempt to apprehend suspects who are responsible for committing these offenses.

GOALS:

- To reduce the number of Robberies and Burglaries by apprehending criminals
- To promote safety and community involvement through a proactive community outreach approach

OBJECTIVES:

- Conduct crime reduction operations at locations that have experienced an increase in robberies and burglaries
- Engage community residents in order to promote positive, productive and respectful community relations; strengthen trust within the community and maintain a partnership from residents to help reduce crime

Staff recommends the execution of the MOU with BSO for JAG 2022. At the direction of the City Commission, City staff will prepare the Memorandum of Understanding with Broward Sheriff Office for resolution.

Funding Source:

Fund 102.331900 U.S. Department of Justice (JAG 2022)

Fiscal Impact:

N/A

Sponsor Name/Department: Bobbi Williams, Director of Financial Services; CPT Warnell Phillips, BSO

Meeting Date: 6/9/2025

ATTACHMENTS:

Description	Type
❏ JAG 2022 MOU with BSO	Backup Material
❏ Financial Framework - JAG 2022	Exhibit

**2022 EDWARD BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter “participating agencies”):

Broward Sheriff’s Office (BSO)	City of Hallandale Beach	City of Oakland Park
City of Coral Springs	City of Hollywood	City of Pembroke Pines
City of Dania Beach	City of Lauderdale Lakes	City of Plantation
Town of Davie	City of Lauderhill	City of Pompano Beach
City of Deerfield Beach	City of Miramar	City of Sunrise
City of Fort Lauderdale	City of North Lauderdale	City of Tamarac

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, Broward County has been identified as a “disparate” County; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the Edward Byrne Justice Assistance Grant (hereinafter “JAG”); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

WHEREAS, Broward County has been selected as through this MOU, to receive the grant funds, administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program; and

WHEREAS, Broward County has entered into a subgrant award agreement with BSO and subrecipients of the 2022 Edward Byrne Justice Assistance Grant. There are various terms and conditions BSO will be requiring the participating agencies to enter a Memorandum of Understanding agreement to properly allow BSO to take the lead in the administration of this grant; and

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

PURPOSE

This MOU establishes the relationship between the parties for participation in the FY 2022 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number **15PBJA-22-GG-02086-JAGX**).

PROCEDURES

1. Broward County will serve as the grant administrator for the agencies in Broward County, Florida participating in the JAG Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to BSO.
2. On or about September 29, 2023, Broward County has entered into a subgrant award agreement, with BSO which authorizes BSO to serve as the lead agency in administering the grant on behalf of Broward County, through its Addendum to Subgrant Award Agreement Between Broward County and the Sheriff of Broward County for Administration of the FY22 Edward Byrne Memorial Justice Assistance Grant, entered on May 15, 2024.
3. The BSO will enter into a Memorandum of Understanding with participating agencies to allow BSO to provide the administrative services required of Broward County and to facilitate compliance with the required conditions of the Grant.
4. The BSO will monitor implementation, reporting, and payment requests from participating agencies. BSO shall confirm the accuracy of program activities and expenses. Upon review of participating agencies' payment requests, BSO shall forward approved reimbursement requests to Broward County for payment. Broward County will disperse the funds directly to participating agencies.
5. For participating agencies that currently contract with BSO for law enforcement services, the BSO shall pay the payroll expenses and seek reimbursement from the participating agency. The BSO shall invoice the CITY for the cost of the Services incurred and being provided to City pursuant to the Grant Award. The City shall pay the invoice within thirty (30) days of receipt of SHERIFF's invoice. Payment to SHERIFF is not contingent upon COUNTY reimbursement to CITY. BSO acknowledges that Grant funds may not, under any circumstances, be expended prior to October 1, 2021, or after September 30, 2025 ("Eligible Period) or if the Grant term is extended, through the extension date. BSO agrees it will not seek reimbursement of any costs or expenses other than those incurred during the Eligible Period. City shall have no obligation to reimburse BSO for any amounts for costs or expenses not incurred during the Eligible Period.
6. Each party has submitted its own application for their individual JAG Program to the BSO. The BSO Grants Management Office has worked, and will continue to work, in collaboration with Broward County to prepare the single application to include the Program Narrative and Budget Narrative, and Broward County shall submit the application to the Department of Justice.
7. Participating agencies must submit Quarterly Project Performance and financial Reports to BSO within fifteen (15) days after the end of the reporting period. In addition, if the performance period is extended beyond the "original" project period, additional Project Performance and Financial Reports must be submitted.

8. The grant award to each party is as follows:

CITY	AWARD AMOUNT	LESS 7.02% INDIRECT COST	ACTUAL AWARD
Broward Sheriff's Office	\$27,910.00	\$1,959.28	\$25,950.72
City of Coral Springs	\$15,837.00	\$1,111.76	\$14,725.24
City of Dania Beach	\$17,649.00	\$1,238.96	\$16,410.04
Town of Davie	\$22,557.00	\$1,583.50	\$20,973.50
City of Deerfield Beach	\$26,906.00	\$1,888.80	\$25,017.20
City of Fort Lauderdale	\$90,952.00	\$6,384.83	\$84,567.17
City of Hallandale Beach	\$16,590.00	\$1,164.62	\$15,425.38
City of Hollywood	\$37,948.00	\$2,663.95	\$35,284.05
City of Lauderdale Lakes	\$25,568.00	\$1,794.87	\$23,773.13
City of Lauderhill	\$48,905.00	\$3,433.13	\$45,471.87
City of Miramar	\$27,771.00	\$1,949.52	\$25,821.48
City of North Lauderdale	\$18,625.00	\$1,307.48	\$17,317.53
City of Oakland Park	\$23,114.00	\$1,622.60	\$21,491.40
City of Pembroke Pines	\$24,481.00	\$1,718.57	\$22,762.43
City of Plantation	\$18,096.00	\$1,270.34	\$16,825.66
City of Pompano Beach	\$72,856.00	\$5,114.49	\$67,741.51
City of Sunrise	\$15,949.00	\$1,119.62	\$14,829.38
City of Tamarac	\$15,001.00	\$1,053.07	\$13,947.93
Total	\$546,715.00	\$38,379.39	\$508,335.61

*The Broward Sheriff's Office will retain the indirect cost approved by DOJ to cover its administrative costs in acting as the fiscal agent and supplying grant management services under this MOU.

TERM AND TERMINATION

1. This MOU shall remain in effect from October 1, 2021 through September 30, 2025, and its continuation shall be subject to the availability of necessary funding from the JAG Program.
2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to each party.
3. This MOU may be terminated upon the written consent of all parties to this MOU.

AMENDMENTS

This MOU may be modified at any time upon the written agreement of each party.

INSURANCE AND INDEMNIFICATION

1. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers compensation insurance policy or maintain a self-insuring fund for the term of the Agreement in the amounts determined by each party to adequately insure said party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. The participating agencies agree to provide BSO and/or Broward County within thirty (30) days of entering this Agreement with proof of insurance if requested.
2. Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections.

GUIDELINES

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to: (i) adhere to the requirement standards set forth in the Office of Justice Programs' *Financial Guide*, as amended and Federal OMB Circular A-133, as applicable; and (ii) , the special conditions FY 2022 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ.

RECORDS

1. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.
2. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow BSO and/or Broward County access to such records upon request.
3. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to BSO and/or Broward County, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by BSO and/or Broward County. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
4. Upon reasonable notice, the participating agency shall provide BSO and/or Broward County with any additional documentation, information, or reports as may be required by BSO and/or Broward County.

EXECUTION

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES TO FOLLOW.]**

2022 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties executed this instrument on the date(s) shown below.

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Colonel Oscar Llerena, Executive Director
Department of Administration

Date: _____

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

By: _____
Terrence Lynch, General Counsel/Executive Director
Office of the General Counsel

Date: _____

2022 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties executed this instrument on the date(s) shown below.

CITY OF _____

By:

Authorized Representative

Date: _____

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

By: _____
City Attorney

Date: _____

EXHIBIT A

Summary of Responsibilities and Financial Procedures

Memorandum of Understanding (MOU) Between the City of Lauderdale Lakes and the Broward Sheriff's Office (BSO)

Justice Assistance Grant (JAG) – FY 2022

Pursuant to the terms of the Justice Assistance Grant (JAG) and the associated Memorandum of Understanding (MOU), the following outlines the roles, responsibilities, and financial procedures between the **City of Lauderdale Lakes** and the **Broward Sheriff's Office (BSO)**:

A. BSO Grant Administration Responsibilities

- BSO shall be responsible for overseeing the **implementation, reporting, and payment processing** of the JAG Program for all participating agencies.
 - BSO will **review and confirm the accuracy** of program activities and eligible expenses submitted by participating agencies.
 - Upon review and approval, **BSO shall forward reimbursement requests to Broward County**, which will issue payments **directly to participating agencies** not contracting with BSO.
-

B. Financial Procedures for Contracting Agencies (e.g., City of Lauderdale Lakes)

For participating agencies that **contract with BSO for law enforcement services**, the following procedures shall apply:

1. **BSO Payroll Payment**
BSO shall pay all payroll expenses associated with eligible grant-funded activities on behalf of the participating agency.
 2. **City Reimbursement Obligation**
BSO will invoice the **City of Lauderdale Lakes** for services provided under the grant. The **City shall remit payment within thirty (30) days** of receipt of the invoice.
 3. **Non-Contingency Clause**
The City's obligation to pay BSO is **not contingent upon reimbursement from Broward County**. The City is required to fulfill payment regardless of the timing or status of any County reimbursements.
-

This Exhibit outlines the mutually agreed-upon administrative and financial framework for grant execution under the JAG Program for FY 2022.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING THE PROCUREMENT AND INSTALLATION OF THE PLAYGROUND SYSTEM AT OTIS GRAY NEIGHBORHOOD PARK IN AN AMOUNT NOT TO EXCEED TWO HUNDRED AND FORTY NINE THOUSAND, EIGHT HUNDRED AND FOUR DOLLARS (\$249,804)

Summary

This is a discussion regarding the procurement and installation of the playground at Otis Gray Neighborhood Park in an amount not to exceed \$249,804.

Staff Recommendation

Background:

The City of Lauderdale Lakes installed a playground at Otis Gray Neighborhood Park 18 years ago. Due to unsafe conditions and damaged systems, it was demolished in March 2024. Playground systems are critical to communities, as it supports social, emotional, physical and cognitive development for all children of all abilities allowing for an inclusive environment. Also offers a fresh, innovative and fun way to utilize the space available. The Otis Gray Neighborhood Park is utilized on a daily basis by children and families; therefore, it is necessary to replace the playground system.

Playcore Wisconsin, Inc., dba Gametime provided an estimate of \$227,095, to replace and install the playground system in accordance with the OMNIA Cooperative Contract No.2017001134. Additionally, City staff is requesting a contingency of 10% (\$22,710) totaling \$249,804.

The playground system includes warranties on all components and workmanship for one (1) year, but extended warranties are available at additional costs.

Staff recommends that the Commission consider the use a cooperative contract in accordance with the City's Procurement Code, Section 82-358(d), which allows the City to participate in contracts awarded through a cooperative purchasing program and direct staff to bring back to the City Commission for review as a resolution.

Funding Source:

The replacement of the playground system was prioritized and funded during the City's annual capital investment/improvement plan development.

Fiscal Impact:

N/A

Sponsor Name/Department: Bobbi Williams, MPA, CGFO, NIGP-CPP, Director, Financial Services

Meeting Date: 6/9/2025

ATTACHMENTS:

Description	Type
❑ Estimate - Playground System	Backup Material
❑ Playground Design	Backup Material



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

05/13/2025
Quote #
108015-01-02

Otis Gray Park

City of Lauderdale Lakes
Attn: Kellen Feltz
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
United States
Phone: 954-535-2756
kellenf@lauderdalelakes.org

Ship to Zip 33319

Quantity	Part #	Description	Unit Price	Amount
<p><i>Removal of existing equipment , footers, safety surfacing and borders by owner.</i></p> <p><i>Tree trimming / removal as needed by owner.</i></p> <p><i>Site access for construction equipment and staging area must be provided by owner.</i></p>				
1	RDU	GameTime - Custom PowerScape System- ages 5-12 Colors: Deep Space Deep Space - [RotoPlastic:(SB)SkyBlue] Deep Space - [Accent:(92)Yellow] [HDPE:(78)Red] [Basic:(SK)StarlightBlack] [RotoPlastic2:(SB)SkyBlue] Deep Space - [Deck:Pvc:(BL)Blue] Deep Space - [Basic:(SK)StarlightBlack] [Accent2:(92)Yellow] Deep Space - [Tube:(SB)SkyBlue] Deep Space - [2ColorHDPE:(RW)Red/White]	\$122,553.00	\$122,553.00
1	Replace	DRP Promo - DRP Replacement Playground Promotion- Discount offer valid until June 30, 2025 See terms and conditions at www.playdrp.com/replace	(\$61,276.50)	(\$61,276.50)
2	6232	GameTime - Pod (1'-0") Deep Space - [Basic: (SK) Starlight Black] [Roto Plastic: (SB) Sky Blue]	\$349.00	\$698.00
1	6233	GameTime - Pod (2'-0") Deep Space - [Basic: (SK) Starlight Black] [Roto Plastic: (SB) Sky Blue]	\$399.00	\$399.00
1	91852	GameTime - Cable Climb Deep Space - [Accent: (92) Yellow] [HDPE: (78) Red]	\$22,758.00	\$22,758.00
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,350.00	\$1,350.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,500.00	\$1,500.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$49,325.00	\$49,325.00
1850	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)- <i>Does not include removal of spoils</i>	\$1.90	\$3,515.00



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

05/13/2025
Quote #
108015-01-02

Otis Gray Park

Quantity	Part #	Description	Unit Price	Amount
1850	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)	\$1.75	\$3,237.50
160	Curb	GT-Impax - Concrete Curb (ln. ft.)- to include rebar	\$47.56	\$7,609.60
1850	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- Installed per specification of Unitary Surfacing requirements.	\$6.16	\$11,396.00
1850	Poured- 8	GT-Impax - Poured Rubber Surfacing - 8' - 9' fall heights- 50% Standard Color - Aromatic Binder - 3.75" -4.5" Thick with 1/2" EPDM wear course cap - 5- year warranty	\$30.47	\$56,369.50
			Sub Total	\$219,526.18
			Discount	(\$858.26)
			Freight	\$8,426.45
			Total	\$227,094.37

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

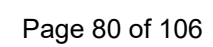
Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

DISCUSSION REGARDING ELEVATOR MODIFICATIONS IN CERTAIN CITY BUILDINGS

Summary

This is a discussion regarding the elevator modifications in certain City facilities.

Staff Recommendation

Background:

The State of Florida Elevator Code requires that all existing elevators built before 2000 must be in compliance with part 3.10.12 of ASME A17.3-2015, Safety Code for Existing Elevators and Escalators by August 1st, 2025. This requirement ensures that all elevators have a door-lock monitoring (DLM) system which keeps the elevator locked in place until the doors are completely closed. In order to be compliant, software update and potentially a hardware update need to be completed.

The city owns and operates 2 elevators system: one at the City Hall complex (installed in 1977) and another at the Resource Center (installed in 1991). Both elevator system has surpassed their typical service life, leading to frequent maintenance issue, increased downtime, ADA compliance issue and potential safety risks for staff and the public. All elevators in Florida require a Certificate of Operation. If the existing elevator at City Hall and the Resource Center are not brought into compliance, an annual Certificate of Operation will not be issued after August 1st, 2025.

Staff requested proposal from qualified contractor to conduct the necessary upgrade. Proposals were received from 5 potential contractors.

Below is the list of contractors and their proposed prices. The complete list including proposal for annual maintenance is provided as an attachment.

- **SFES Corp Elevator Company \$296,000 (All required permits or applications and all necessary acceptance test not included).**
- **Southwest Elevator Company \$454,217 (Storage container and phone line installation not included)**
- **TKE (Thyssen Krump) \$363,931 (Storage container, engineering plans and permits not included)**
- **Kone \$504,243 (All inclusive)**
- **Delaware Elevator \$432,000 (All inclusive)**

The approved FY2025 budget includes funds in the amount of \$300,000 to upgrade the elevators. Given that the existing elevators are currently being maintained by Delaware Elevator and the fact that their proposed price potentially does not have any additional cost from the city, staff recommends the City Commission to accept the cost proposal by Delaware Elevator in the amount of \$432,000 with an annual maintenance cost of \$7,664.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Ron Desbrunes, Director, Public Works & Bobbi Williams, Director, Financial Services

Meeting Date: 6/9/2025

ATTACHMENTS:

Description

Type

Elevator Upgrade Project Proposals (City Hall/Resource Center)

			Additional Items Included in the scope	City's Responsibility
1	SFES Corp Elevator Company	\$ 296,000	New ATS for Generator and signal wire. Including electrical and HVAC work. 1 year service contract for each unit installed.	All required permits or applications. All necessary acceptance test. Any required approval certificates. No Coop contract or government pricing.
		\$ 8,160	Annual maintenance cost	
2	Southwest Elevator Company	\$ 454,217	New ATS for Generator and the electrical and HVAC work.	Storage Container. Phone line installation.
		\$ 7,635	Annual maintenance cost	
3	TKE (Thyssen Krump)	\$ 363,931	New ATS for Generator and signal wire. Electrical and HVAC work. Coop contract available.	Storage Container. Engineering plans and permits.
4	KONE	\$ 504,243	All inclusive	None
5	Delaware Elevator	\$ 432,000	All inclusive	None
		\$ 7,644.00		

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

DISCUSSION REGARDING THE AUTHORIZATION TO APPLY TO THE FY 2025 COPS HIRING PROGRAM (CHP) THROUGH THE DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES

Summary

This is a discussion regarding the U.S. Department of Justice, through its Office of Community Oriented Policing Services (COPS Office). This competitive grant program provides funding to law enforcement agencies to hire or rehire sworn law enforcement officers in support of community policing strategies.

Staff Recommendation

Background:

The City intends to submit an application under the FY 2025 CHP to request funding for the hiring of **two (2) full-time sworn law enforcement officers**. These positions will be dedicated to enhancing the City's community policing efforts, with a focus on increasing visibility, improving public trust, and addressing localized public safety concerns.

Funding Summary:

- **Number of Officers Requested:** 2
- **Duration of Grant:** 3 years (plus 1-year retention requirement)
- **Federal Share:** The maximum federal share *per officer* position is \$125,000 over the three-year period
- **Local Match Requirement:** Minimum of 25% over the 3-year period
- **Estimated Total Cost per Officer (over 3 years):** \$612,500 (*to be finalized*)
- **Estimated City Contribution:** \$487,500

Justification:

The hiring of two additional officers will:

- Improve law enforcement coverage and response times.
- Enhance community policing initiatives through neighborhood engagement and proactive patrols.
- Help meet increasing public safety demands while leveraging federal funding support.

Financial Need

The City of Lauderdale Lakes has been significantly impacted by the loss of taxable property values caused by market declines, foreclosures, short sales, losing approximately 45% of its taxable value since 2007. Although the City's financial position has improved, the City wants to continue to properly manage its finances and control the cost of public safety services. To that end, the City needs to be sensitive to the fact that its' property values and subsequent tax base may decline equating to fewer tax dollars received to fund essential public safety services police services. Public Safety accounts for 48% (Police Services 36%) of the General Fund which is primarily supported by ad valorem tax dollars.

In the past, the City of Lauderdale Lakes reduced police services and eliminated police officer positions to maintain a balanced budget. The 2013 COPS Grant program helped the City add back two (2) police deputy positions. The FY 2014 COPS Grant program allowed the City to maintain an SRD within the schools. The COPS 16 & COPS 2023 Grant programs allowed for two (2) police deputy positions per grant. COPS 2025 can allow for two (2) additional police deputies to aid in policing within the City.

It is important for the city to maintain resources (combination property tax, grant, and alternative sources) to provide adequate police services within the City's boundaries.

Staff recommends City Council authorize the submission of the FY 2025 COPS Hiring Program application and direct staff to take all necessary steps to prepare and submit the grant proposal prior to the federal

deadline. This item will be brought back as a resolution at the June 24th Commission meeting.

Funding Source:

Fiscal Impact:

While the COPS grant will subsidize a significant portion of the salaries and benefits, the City must allocate the required matching funds and plan for the long-term retention of the positions post-grant. The Broward Sheriff's Office will work with the City's Finance Department to ensure appropriate budgeting and grant compliance.

Sponsor Name/Department: Venice Howard, Actg. City Mgr; Bobbi Williams, Director of Finance; Cpt. Warnell Phillips, BSO

Meeting Date: 6/9/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING RENAMING THE MULTIPURPOSE BUILDING AFTER BROWARD COUNTY COMMISSIONER HAZELLE ROGERS (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Summary

This is a discussion regarding renaming the Multipurpose Building after Broward County Commissioner, Hazelle Rogers.
--

Staff Recommendation

Background:


Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Karlene Maxwell-Williams, Mayor and City Commission

Meeting Date: 6/9/2025

ATTACHMENTS:

Description	Type
 Ordinance 2021-003 Amending Section 2-494(b)(2) Statement of Policy Naming Facilities	Backup Material

ORDINANCE 2021-003

AN ORDINANCE OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AMENDING LAUDERDALE LAKES CODE OF ORDINANCES, DIVISION 3 (NAMING OF FACILITIES), SECTION 2-491. - DEFINITIONS, AND SECTION 2-492 (B)(2) RELATING TO STATEMENT OF POLICY; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Code of Ordinances ("City Code"), Division 3, Sec. 2-491. – Definitions, states that an "*individual*" shall mean a person who has made a substantial contribution to the community, either through civic involvement, involvement in historical events relevant to the specific city property, or to the geographical location of specific city property. Such person must have been deceased for a period of one year or more."

WHEREAS, the City Code, Division 3, Section 2-492(b) enumerates the City's policy statement concerning the naming of facilities as a means of recognizing and honoring the name of individuals who have made a lasting, significant humanitarian or extraordinary contribution on the local, state or national level through many years of service; or individuals whose single action or achievement conveys great credit and recognition to the City;

WHEREAS, Section 2-492(b)(2) (Statement of Policy) currently provides that "in the case of a natural person, no such person shall be considered, unless such person shall have been deceased for a period of one year from the date of nomination";

WHEREAS, the City Commission deems that upon select circumstances pertaining to certain individuals, who is neither an organizations or a corporate entity, it may be more appropriate and significant to name a facility as means of recognizing such an individual who is still living, but nonetheless has made lasting, significant humanitarian or extraordinary

1 contributions on the local, state or national level through many years of service, or an individual
2 whose single action or achievement conveys great credit and recognition to the City;

3 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF
4 LAUDERDALE LAKES AS FOLLOW:

5 SECTION 1. ADOPTION OF RECITALS: The foregoing recitals are ratified and confirmed
6 as being true, and the same are incorporated into this Ordinance by reference.

7 SECTION 2. ADOPTION OF AMENDMENT: Section 2-491. -Definitions, is hereby
8 amended as follows:

9 ***

10 *Individual* shall mean a person who has made a substantial contribution to the
11 community, either through civic involvement, involvement in historical events
12 relevant to the specific city property, or to the geographical location of specific
13 city property. ~~Such person must have been deceased for a period of one year~~
14 ~~or more.~~

15 ***

16 SECTION 3. ADOPTION OF AMENDMENT: Section 2-492. – Policy, is hereby amended
17 as follows:

18 ***

19 (b) Statement of policy.

20
21 (1) It shall be the policy of the city commission to recognize and honor the
22 name of and individuals who have made a lasting significant humanitarian
23 or extraordinary contribution on the local, state or national level through
24 many years of service or individuals whose single action or achievement
25 conveys great credit and recognition to the city. Further, such individuals,
26 including organizations or corporate entities, who have provided
27 invaluable services to the city and whose location in the city is of such
28 importance as to bring credit and recognition to the city may be equally
29 honored and recognized.
30

1 (2) ~~Provided however, that Furthermore,~~ in the case of ~~a natural person an~~
2 ~~individual who is not an organization or corporate entity, except upon a~~
3 ~~duly adopted ordinance of the City Commission,~~ no such ~~individual person~~
4 shall be considered, unless such individual ~~person~~ shall have been
5 deceased for a period of one year from the date of nomination.
6

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

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

14 SECTION 6. INCLUSION IN THE CODE OF ORDINANCES: It is the intention of the City
15 Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become
16 and be made a part of the Code of Ordinances in the City of Lauderdale Lakes and that the
17 sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be
18 changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of
19 which shall accomplish the intentions herein expressed.

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

22 PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST
23 READING AT ITS REGULAR COMMISSION MEETING ON THE 23RD DAY OF MARCH 2021.

24 PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES
25 ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE 13TH DAY OF APRIL 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: Phil Alleyne, City Manager



VOTE:

APPROVED

Mayor Hazelle Rogers
Vice-Mayor Beverly Williams
Commissioner Marilyn Davis
Commissioner Veronica Edwards Phillips
Commissioner Karlene Maxwell-Williams

☒ (For) ____ (Against) ____ (Other)
☒ (For) ____ (Against) ____ (Other)
☒ (For) ____ (Against) ____ (Other)
☒ (For) ____ (Against) ____ (Other)
☒ (For) ____ (Against) ____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
DISCUSSION REGARDING AN UPDATE TO THE COMMUNITY DEVELOPMENT FEE SCHEDULE
Summary
This is a discussion item concerning the comprehensive review and update of the Development Services Department's existing fee schedule.
Staff Recommendation

Background:

Local governments implement fee schedules to recover the costs associated with providing key services such as permitting, development review, inspections, and administrative processing. As operational expenses, staffing requirements, technological advancements, and service demands evolve, periodic review and adjustment of these fees is essential to ensure they remain fair, transparent, and aligned with the actual cost of service delivery.

The current fee schedule, outlined in Chapter 13 of the City's Land Development Regulations (LDRs) and applicable to the Development Services Department (DSD), was originally adopted in 2007 and has remained largely unchanged for several years. During this time, the cost of delivering these services has risen significantly due to inflation, labor cost increases, and other operational expenses.

In accordance with Section 1312 of the LDRs, the City Commission is authorized to annually evaluate and adjust the adopted fee schedule based on changes in the Municipal Cost Index (MCI). From 2014 to 2024, the MCI indicates that municipal service delivery costs have increased by approximately 25–30%.

Additionally, through Resolution 2025-076, the City Commission recently approved the acquisition of the OpenGov cloud-based permitting software, which will fully digitize the operations of the Development Services Department. This transition is expected to significantly enhance service efficiency, transparency, and user accessibility.

The implementation of the new software is a major operational upgrade, and updating the fee schedule is a necessary step to ensure a smooth transition between systems while supporting the department's enhanced digital service delivery.

Staff recommends that the City Commission review the current fee schedule and consider potential revisions, with the goal of preparing a comprehensive update for presentation and approval at a future Commission meeting.

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM

Meeting Date: 6/9/2025

ATTACHMENTS:

Description	Type
Development Services - Fee Schedule	Backup Material

Footnotes:

--- (1) ---

Note— The fees hereby established for the obtaining of certain structural, plumbing, electrical, zoning and various other permits within the corporate limits of the city, to be charged and collected by duly authorized authorities of the city.

Sec. 1301. - Building fees.

- (a) Overtime for Florida Building Code inspections. For any inspections requested to be performed before 8:00 a.m. and after 4:30 p.m. Monday through Friday, or any hour during a holiday, a special overtime fee will be charged for each inspector of each trade required for the inspection and added to the permit fee. Minimum charge per hour or fraction thereof:

(1) Inspector125.00

(2) Plans examiner125.00

- (b) Unsafe structures board fee350.00

- (c) Plan review fees. Permit applications are processed in compliance with the requirements of the Florida Building Code. Prior to the issuance of a building permit, all building plans, specifications and calculations shall be submitted to building services for review. In addition to the corresponding permit fee, a nonrefundable plan review fee shall be paid at permit application.

This fee shall be calculated as follows:

Estimated value	Plan Review	Second Review	Third Review	Fourth Review	Fifth Review
2,500	\$25.00	25.00	25.00	25.00	25.00
2,501—5,000	50.00	50.00	50.00	50.00	50.00
5001—7,500	75.00	50.00	50.00	50.00	50.00
7,501—10,000	100.00	70.00	60.00	80.00	80.00
10,001—25,000	125.00	80.00	70.00	90.00	90.00
25,001—50,000	160.00	90.00	80.00	100.00	100.00
50,001— 100,000	220.00	120.00	90.00	125.00	125.00
100,001— 200,000	275.00	150.00	105.00	160.00	160.00
200,001— 300,000	425.00	185.00	150.00	210.00	210.00
300,001— 600,000	515.00	290.00	210.00	285.00	285.00
600,001— 1,000,000	675.00	440.00	355.00	415.00	415.00

1,000,001— 5,000,000	1,645.00	1,020.00	760.00	700.00	700.00
5,000,001— Above	2,680.00	1,610.00	1,100.00	1,390.00	

- (d) Preapplication plan review. Preapplication plan review based on time consumed (per hour), exceptions will be by administrative approval only\$100.00
- (e) Preinspection100.00
- (f) Reinspection. Subsequent reinspections for the same violation will be charged in multiples of \$55.00 for the second, third, and so on.
 - (1) Second reinspection110.00
 - (2) Third reinspection165.00
 - (3) Fourth reinspection220.00
- (g) Minor change of plans after permits are issued:
 - (1) First hour, and each hour thereafter, fraction thereof80.00
 - (2) If proposed change represents a major alteration of floor plan and/or the configuration of the structure involving extensive re-examination computation, the original permit shall be voided, and a new permit applied for, one-half of the original permit fee may be applied to the new permit fee.
- (h) Replacement of plans, review each trade45.00
 - (i) Permit card replacement45.00
 - (j) Change of contractor (includes notification of concerned parties)100.00
- (k) Review of additional sets of plans. When more than two sets of plans and/or specifications are submitted for review, a surcharge of \$4.00 per sheet for each additional set will be added to the permit fee.
 - (l) Permit extensions45.00
- (m) Radon, per square foot0.01
- (n) Violations (work without permits)Double fee
- (o) Failure of licensed contractor to request final inspection shall result in a fee of one-half of the original permit fee.
- (p) Expired permits:
 - (1) A permit may be renewed within 180 days after expiration on payment of one-half of the original permit fee (if one-half of the fee is less than the minimum fee, the minimum fee will be required).
 - (2)

After 180 days, a new permit must be applied for and all associated stamps and approvals must be obtained. Any and all new regulations, including, but not limited to, changes in the Florida Building Code, must be complied with and full fees must be paid.

- (3) On projects such as extensions, additions, carport enclosures, pools, fences, driveways, roofs, etc., a fee will be determined predicated on the number of inspections required by the building division to finalize the improvement at a rate per inspection of \$95.00.
- (4) In the event the total monies for the number of inspections exceeds the cost of the permit renewals indicated in (a) and (b) of this subsection, the greater amount shall apply.
- (q) Construction lien law notification fee. Required for construction exceeding \$2,500.00 in estimated value. The fee enables the city to process a mechanic's lien law statement pursuant to F.S. ch. 713 as amended from time to time5.00
- (r) Training and continuing educational fees. All plan review and permits for new construction, including permits for building, alterations, miscellaneous, signs, swimming pools, plumbing, electric and mechanical shall include a fee for training and education of building division personnel of \$0.02 per \$100.00 (\$0.12 per \$1,000.00) of estimated cost. These fees shall also be reserved for any material, equipment, code books, code reference materials, attending conferences and any other miscellaneous expenses, including travel expenditures.
- (s) Technology fees. All plan review and permits for new construction, including permits for building, alterations, miscellaneous, signs, swimming pools, plumbing, electric and mechanical shall be accompanied by payment of a technology fee of 2.6 percent, as follows:
 - (1) Plan review: 2.6 percent of plan review fee.
 - (2) Permits: 0.026 percent of estimated job cost. All fees collected pursuant hereto shall be set aside to offset the cost of computer system purchases or technology expenditures within the building division.
- (t) Processing fee. A processing fee of \$5.00 per plan review application shall be collected to offset the cost of supplies used in processing the application.
- (u) Archiving fee. The following fees will be assessed prior to the issuance of a certificate of occupancy or certificate of completion to offset the cost of micro-filming completed building plans.
 - (1) Per sheet (letter- and legal-size documents)\$0.25
 - (2) Per sheet (Large-format documents)2.50
- (v) Bond for cleanup. Whenever an application is made for a building permit in the city, it shall be the duty of the building inspector to determine whether such improvement is likely to cause litter on adjacent properties. If in the opinion of the building inspector the proposed construction is likely to cause the accumulation of debris or otherwise litter the property adjacent to or in the neighborhood of such improvement, the building inspector shall require a cash bond for cleanup.

to the purpose of this section, but not more than \$2,000.00, to be posted with him by the applicant, to guarantee cleanup of the adjacent property during such construction, before issuing the permit.

- (w) Bonding punch list180.00
- (x) Certificate of occupancy (C/O), certificate of completion (C/C) and temporary certificate of occupancy (TCO):
 - (1) Standard C/O or C/C, residential or non-residential135.00
 - (2) Temporary C/O for residential, per unit per 30 days135.00
 - (3) Temporary C/O, partial or stocking for commercial and other non-residential buildings:
 - Day 1 through 30100.00
 - Day 31 through 60200.00
 - Day 61 through 90250.00
 - For each 30-day period exceeding 90 days500.00
- (y) Temporary electric testing power:
 - (1) Up to 2,000 square feet50.00
 - (2) Over 2,000 square feet100.00
 - (3) Over 5,000 square feet200.00
- (z) Permit fee for jobs with small values. In instances where the calculated permit fee is not sufficient to cover the cost incurred by the building division to inspect a project, the permit fee will be determined predicated on the number of inspections required by the building division to complete the improvement at a rate per inspection of \$55.00.
- (aa) 40-year recertification Fee350.00

(Ord. No. 2011-05, § 2, 5-10-2011; Ord. No. 2012-17, § 2, 10-23-2012; Ord. No. 2017-014, § 2, 9-26-2017)

Sec. 1302. - Miscellaneous fees.

- (a) Microfilm prints, per sheet\$0.40
- (b) Photocopies, per sheet0.15
- (c) Photocopies—large format, per sheet6.00
- (d) Copies of records on cd1.50
- (e) Clerical assistance. Clerical assistance is to be charged \$8.00 per quarter-hour excluding the first 15 minutes. This is for research, clerical assistance or whatever special attention is required by someone researching public records.
- (f)

Research of building records. Research assistance to be charged at the rate of \$40.00 per hour for research, processing, formulating or printing computer generated reports from automated data, including, but not limited to, chronological listings of permit applications, historical reports, etc.

(Ord. No. 2011-05, § 3, 5-10-2011)

Sec. 1303. - Structural fees.

- (a) Permit fees include standard inspections. Permit fees do not include plan review(s) or reinspection(s). For the purpose of arriving at the permit fee when such fee is based upon the total construction value, a verified contract figure (including all systems) may be used for the purpose of determining the permit fee or when the chief building official finds that such estimation of total construction value is unrealistically low, said chief building official may require that the estimated total construction cost (including all sub trades) of the building shall be computed per the latest edition of "Cost Data" as published by the R.S. Means Company, Inc., whichever is greater. The latest edition of "Cost Data" as published by the R.S. Means Company, Inc., is hereby adopted and incorporated by reference.
- (b) Minimum permit fee\$105.00
- (c) Structural permit fees shall be calculated as follows:
 - (1) Work valued over \$1,000.00 up to and including \$1,000,000.00 shall be charged at the rate of \$105.00 plus 2.08 percent of the value of the work, plus minimum permit fee.
 - (2) Work valued over \$1,000,000.00 up to and including \$2,000,000.00 shall be charged at the rate of \$20,905.00 plus 1.6 percent of the value of the work.
 - (3) Work valued over \$2,000,000.00 shall be charged at the rate of \$36,905.00, plus 1.3 percent of the value of the work.

(Ord. No. 2011-05, § 4, 5-10-2011; Ord. No. 2012-10, § 2, 7-24-2012)

Sec. 1304. - Electrical fees.

- (a) Permit fees include standard inspections. Permit fees do not include plan review(s) or reinspection(s). For the purpose of arriving at the permit fee when such fee is based upon the total construction value, a verified contract figure (including all systems) may be used for the purpose of determining the permit fee or when the chief building official finds that such estimation of total construction value is unrealistically low, said chief building official may require that the estimated total construction cost (including all sub trades) of the building shall be computed per the latest edition of "Cost Data" as published by the R.S. Means Company, Inc., whichever is greater. The latest edition of "Cost Data" as published by the R.S. Means Company, Inc., is hereby adopted and incorporated by reference.
- (b) Minimum permit fee\$105.00

(c) Structural permit fees shall be calculated as follows:

- (1) Work valued over \$1,000.00 up to and including \$1,000,000.00 shall be charged at the rate of \$105.00 plus 2.08 percent of the value of the work, plus minimum permit fee.
- (2) Work valued over \$1,000,000.00 up to and including \$2,000,000.00 shall be charged at the rate of \$20,905.00 plus 1.6 percent of the value of the work.
- (3) Work valued over \$2,000,000.00 shall be charged at the rate of \$36,905.00, plus 1.3 percent of the value of the work.

(Ord. No. 2011-05, § 5, 5-10-2011; Ord. No. 2012-10, § 3, 7-24-2012)

Sec. 1305. - Plumbing fees.

(a) Permit fees include standard inspections. Permit fees do not include plan review(s) or reinspection(s). For the purpose of arriving at the permit fee when such fee is based upon the total construction value, a verified contract figure (including all systems) may be used for the purpose of determining the permit fee or when the chief building official finds that such estimation of total construction value is unrealistically low, said chief building official may require that the estimated total construction cost (including all sub trades) of the building shall be computed per the latest edition of "Cost Data" as published by the R.S. Means Company, Inc., whichever is greater. The latest edition of "Cost Data" as published by the R.S. Means Company, Inc., is hereby adopted and incorporated by reference.

(b) Minimum permit fee\$105.00

(c) Structural permit fees shall be calculated as follows:

- (1) Work valued over \$1,000.00 up to and including \$1,000,000.00 shall be charged at the rate of \$105.00 plus 2.08 percent of the value of the work, plus minimum permit fee.
- (2) Work valued over \$1,000,000.00 up to and including \$2,000,000.00 shall be charged at the rate of \$20,905.00 plus 1.6 percent of the value of the work.
- (3) Work valued over \$2,000,000.00 shall be charged at the rate of \$36,905.00, plus 1.3 percent of the value of the work plus 1.3 percent of the value of the work.

(Ord. No. 2011-05, § 6, 5-10-2011; Ord. No. 2012-10, § 4, 7-24-2012)

Sec. 1306. - Mechanical fees.

(a) Permit fees include standard inspections. Permit fees do not include plan review(s) or reinspection(s). For the purpose of arriving at the permit fee when such fee is based upon the total construction value, a verified contract figure (including all systems) may be used for the purpose of determining the permit fee or when the chief building official finds that such estimation of total construction value is unrealistically low, said chief building official may require that the estimated total construction cost (including all sub trades) of the building shall be

computed per the latest edition of "Cost Data" as published by the R.S. Means Company, Inc., whichever is greater. The latest edition of "Cost Data" as published by the R.S. Means Company, Inc., is hereby adopted and incorporated by reference.

(b) Minimum permit fee\$105.00

(c) Structural permit fees shall be calculated as follows:

- (1) Work valued over \$1,000.00 up to and including \$1,000,000.00 shall be charged at the rate of \$105.00 plus 2.08 percent of the value of the work, plus minimum permit fee.
- (2) Work valued over \$1,000,000.00 up to and including \$2,000,000.00 shall be charged at the rate of \$20,905.00 plus 1.6 percent of the value of the work.
- (3) Work valued over \$2,000,000.00 shall be charged at the rate of \$36,905.00, plus 1.3 percent of the value of the work.

(Ord. No. 2011-05, § 7, 5-10-2011; Ord. No. 2012-10, § 5, 7-24-2012)

Sec. 1307. - Planning and zoning fees.

(a) Development of regional impact\$7,000.00

(b) Land use amendment:

(1) Text amendment:7,500.00

(2) Land use element recertification (excluding planning council fees)2,500.00

(3) Map amendment7,500.00

(4) Small scale map amendment3,500.00

(c) Assignment of flex, reserve, LAC units750.00

(d) Utilization of flex provisions650.00

(e) Concurrency review1,200.00

(f) Broward County trafficways:

(1) Trafficways amendment (excluding planning council fees)3,500.00

(2) Trafficways waiver (excluding planning council fees)3,500.00

(g) Land development regulations text amendment2,500.00

(h) Zoning map amendment2,500.00

(i) Planned unit development6,500.00

(j) Site plan:

(1) New site plan2,500.00

(2) Major amendment2,500.00

(3) Minor amendment1,250.00

(k) Subdivision plat:

- (1) New subdivision plat2,500.00
- (2) Subdivision plat amendment2,500.00
- (3) Subdivision plat note amendment1,250.00
- (4) Subdivision plat waiver/exemption400.00
- (l) Conditional use1,500.00
- (m) Variance:
 - (1) Regular variance750.00
 - (2) Single-family variance250.00
- (n) Appeal of administrative decision1,000.00
- (o) Temporary use:
 - (1) Residential75.00
 - (2) Non-residential500.00
- (p) Vacation of R-O-W/easement500.00
- (q) Acceptance of R-O-W/easement500.00
- (r) Telecommunications application2,500.00
- (s) Architectural review fees:
 - (1) Large-scale1,200.00
 - (2) Medium-scale800.00
 - (3) Small-scale350.00
- (t) Landscape review fees500.00
- (u) Urban design review2,500.00
- (v) LEED review800.00
- (w) Traffic engineering study1,000.00
- (x) Legal fees:
 - (1) Public hearing advertisement800.00
 - (2) Legal notice250.00
 - (3) Developers agreement1,000.00
 - (4) Unity of title200.00
 - (5) Declaration of covenants and restrictions250.00
 - (6) Off-site/shared parking agreements300.00
 - (7) Condominium conversion3,500.00
 - (8) City attorney review500.00

- (y) Zoning interpretation letter (non-residential and multi-family residential only)125.00
- (z) Liquor license review100.00
- (aa) Alcoholic beverage distance exemption permit250.00
- (bb) Zoning review45.00
 - (1) Single-family45.00
 - (2) All others75.00
- (cc) Zoning inspection45.00
 - (1) Single-family45.00
 - (2) All others75.00
- (dd) Tree removal permit:
 - (1) Non-residential, multi-family residential250.00
 - (2) Single-family45.00
- (ee) Special event:
 - (1) Carnival, parade250.00
 - (2) All others75.00
- (ff) Zoning inspection for code compliance100.00
- (gg) Research fee89.00/hour
- (hh) Archiving fee:
 - (1) Per sheet (letter- and legal-size documents)0.35
 - (2) Per sheet (large-format documents)1.50
- (ii) Technology fee: All land development applications shall be accompanied by payment of a technology fee of 2.6 percent.
- (jj) Applicant continuance/extension150.00
- (kk) Calculation of fees. All fees shall be cumulative for each application or element of such application as shall be required under the applicable regulations. For example, in the event of an application for site plan review, the fee of \$2,500.00 shall be due, together with a concurrency review fee in the amount of \$1,200.00, together with a landscape plan review fee of \$350.00, together with such other fees as shall be required to accomplish the purposes hereof.
- (ll) Cost recovery. The fees listed above are generally sufficient to cover the cost associated with the processing of the various types of land development applications as noted above. Each development permit, however, is subject to cost recovery. This process is utilized when an application requires review above that anticipated above, special studies (i.e. reports such as traffic reports, environmental assessments or legal services), or other reports or studies that the city deems necessary. Direct cost of the review by one of the city's professional consultants of any

report or study provided by the applicant or performed by the city shall be paid by the applicant. Please note that the city, at its option, may defer further processing of an application or applications until such time that any supplemental deposits required pursuant to this subsection hereof are made.

(Ord. No. 07-21, § 5, 7-10-2007; Ord. No. 2011-06, § 2, 5-10-2011)

Editor's note— Ord. No. 07-21, § 5, adopted July 10, 2007, changed the title of § 1307 from "Planning and zoning fees; engineering review fees" to "Planning and zoning fees."

Sec. 1308. - Civil engineering fees.

- (a) Site plan review\$1,200.00
- (b) Schematic engineering review300.00
- (c) Final engineering plans review3,600.00
- (d) Lake excavation review, per cubic yard of excavation (up to a maximum of \$5,000.00)0.03
- (e) Review for plat approval300.00
- (f) Review for plat amendment300.00
- (g) Review for vacation of easements/roadways300.00
- (h) Review of waivers150.00
- (i) Landscape plan review300.00
- (j) Review for driveway improvements150.00
- (k) Water and wastewater plan review, per hour (\$1,200.00 minimum)120.00
- (l) Review for maintenance of traffic (MOT) plans1,200.00

(Ord. No. 07-21, § 6, 7-10-2007)

Editor's note— Ord. No. 07-21, § 3, adopted July 10, 2007, renumbered the former § 1308 as § 1310.

Sec. 1309. - Construction permit fees.

- (a) Driveway improvement fee\$100.00
- (b) All other improvements with construction cost up to \$250,000.00: Five percent of the construction cost.;\$;
- (c) Improvements with construction cost in excess of \$250,000.00: Fees are calculated to be \$12,500.00 + 2.5 percent of cost above \$250,000.00.
- (d) Miscellaneous engineering fees:
 - Reinspection fee150.00
 - Overtime fee for inspectors, per hour (two-hour minimum)150.00

Water and wastewater impact fees: Applicants must check with the Broward County water and wastewater services division at 954-831-3250.

(e) Minimum landscape permit fee\$105.00

- (1) Work valued over \$1,000.00 up to and including \$1,000,000.00 shall be charged at the rate of \$105.00, plus 2.08 percent of the value of the work, plus minimum permit fee.
- (2) Work valued over \$1,000,000.00 up to and including \$2,000,000.00 shall be charged at the rate of \$20,905.00, plus 1.6 percent of the value of the work.
- (3) Work valued over \$2,000,000.00 shall be charged at the rate of \$36,905.00, plus 1.3 percent of the value of the work.

(Ord. No. 07-21, § 7, 7-10-2007; Ord. No. 2017-014, § 3, 9-26-2017)

Editor's note— Ord. No. 07-21, § 4, adopted July 10, 2007, renumbered the former § 1309 as § 1311.

Sec. 1310. - Protest.

- (a) An applicant shall be entitled to file an administrative protest of any assessment upon an application therefore and the payment of an administrative protest fee of \$250.00. The protest shall be filed with the city clerk and directed to the administration committee, and the application shall set forth the project title, as reflected upon the applicable ledger account, the assessment protested and the factual basis supporting such protest. Any protest so filed shall be transmitted by the city clerk to the administration committee, and the administration committee shall hold a hearing thereon at such time as it shall be convenient for the administration committee. In the event that the protest is successful, the protest fee shall be refunded. In the event the protest is not successful, no protest fee shall be refunded.
- (b) There shall be a rebuttable presumption in favor of the applicant that a fee or portion of a fee, as applicable, has been erroneously charged and should therefore be refunded or credited to the applicant's account if, by a preponderance of the evidence, it shall appear that:
 - (1) A request by the planning and zoning board for a revision(s) is not required by the regulations.
 - (2) A misinterpretation of law or fact has been made by the planning and zoning board and the applicant called such mistake to the board's attention at the earliest possible time.
 - (3) An amount has been charged which is in excess of that provided by the controlling resolution, and such excess was collected by the city.
 - (4) The fee assessed was assessed as a result of clerical mistake or for work not actually performed. The administration committee shall be the sole and final arbiter of the application.

(Ord. No. 07-21, § 3, 7-10-2007)

Editor's note— Ord. No. 07-21, § 3, adopted July 10, 2007, renumbered the former § 1308 as § 1310.

Sec. 1311. - Extraordinary service fee.

The fees provided for hereinabove are established to offset the reasonable costs of the city for various developmental plan reviews. The city recognizes, however, that there are various requests made to the city which are not within the ordinary development purview. Accordingly, any applicant who shall request that the city undertake any extraordinary review shall first execute an extraordinary service agreement and make the deposit required therein. The extraordinary service agreement shall be in such form as shall be approved by the administration committee, and the same shall not require further adoption or acceptance by the city, and the mayor and city clerk may execute the same upon submission by an applicant of a signed document, backup materials and deposit.

(Ord. No. 07-21, § 4, 7-10-2007)

Editor's note— Ord. No. 07-21, § 4, adopted July 10, 2007, renumbered the former § 1309 as § 1311.

Sec. 1312. - Annual fee adjustment.

The fees provided for hereinabove are established to offset the reasonable costs of the city for various developmental plan reviews. Commencing January 2013, the fees established in this article will be increased by a factor equal to the increase in the municipal cost index ("MCI") developed by American City and County to show the affects of inflation on the cost of providing municipal services. The city commission may, at its discretion, waive or postpone the application of any price increase.

(Ord. No. 2012-10, § 6, 7-24-2012)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING TWO LIEN REDUCTION PROGRAMS AND AN AMNESTY PROGRAM TO ASSIST WITH RESOLVING THE CITY OF LAUDERDALE LAKES CODE ENFORCEMENT LIENS
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Summary

This is a discussion regarding the development of two Code Enforcement Lien Reduction Programs and a complementary Amnesty Program to address outstanding code enforcement liens. These initiatives are designed to encourage compliance, reduce the financial burden on property owners, and improve the City's ability to resolve longstanding violations.

Staff Recommendation

Background:

The Amnesty Program would provide a temporary opportunity for eligible property owners to settle code enforcement liens at a significantly reduced rate, contingent upon meeting compliance benchmarks.

The Lien Reduction Programs would establish two formal processes for reviewing and adjusting high-value liens based on compliance status, property condition, and other qualifying factors.

1. Homestead Program
2. Non-Homestead Program

Purpose:

The purpose of this discussion is to explore policy options and procedural frameworks that will:

- Provide equitable relief to property owners facing liens;
- Incentivize compliance with municipal codes;
- Expedite the settlement of delinquent accounts; and
- Maintain the integrity and deterrent effect of the code enforcement program.

Background:

Over the past several years, the City has accumulated a growing number of code enforcement liens on properties that remain unresolved, many of which have accrued significant penalties due to prolonged non-compliance. These outstanding liens pose a barrier to property rehabilitation, real estate transactions, and community reinvestment. Several Florida municipalities have adopted lien mitigation and amnesty programs as strategic tools to encourage voluntary compliance and clear title issues. In response to similar challenges within the City, staff has initiated a review of alternative approaches to resolving lien accounts, balancing enforcement objectives with opportunities for economic recovery and neighborhood improvement. This discussion is the first step in shaping a local policy tailored to the City's needs.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM

Meeting Date: 6/9/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING BROWARD SHERIFF'S OFFICE (BSO) HANDLING OF A TRESPASS AGAINST VINCENT RICHMOND (SPONSORED BY VICE MAYOR CAUSWELL)
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Summary

This is a discussion regarding Broward Sheriff's Office (BSO) handling of a trespass involving Vincent Richmond.
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Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Vice Mayor Tycie Causwell , Mayor and Commission

Meeting Date: 6/9/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING OUTSTANDING LIENS FOR ORIOLE PLAZA (SPONSORED BY VICE MAYOR CAUSWELL)

Summary

This is a discussion regarding outstanding liens for Oriole Plaza.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Vice Mayor Tycie Causwell , Mayor and Commission

Meeting Date: 6/9/2025