

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 December 8, 2025 5:00 PM

Please join the meeting via Zoom https://us06web.zoom.us/j/82903356136

Please join the meeting via telephone: 1 305 224 1968 or 1 646 931 3860 Meeting ID: 829 0335 6136

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

REVIEW OF THE DECEMBER 9, 2025 CITY COMMISSION MEETING AGENDA

- 4. DISCUSSION OF PROPOSED ORDINANCE(S)
- 5. ADDITIONAL WORKSHOP ITEMS
 - A. DISCUSSION REGARDING AUTHORIZING THE USE OF THE PIGGYBACK CONTRACT FROM THE CITY OF PLANTATION WITH REDSPEED FLORIDA, LLC. FOR ESTABLISHING SPEED DETECTION CAMERA SYSTEMS AT SCHOOL ZONES WITHIN THE CITY OF LAUDERDALE LAKES (6:00 P.M. TIME CERTAIN)
 - This is a discussion regarding authorizing the use of the piggyback contract executed by the City of Plantation, Florida with Redspeed Florida, LLC. for establishing Speed Detection Camera Systems at school zones within the City of Lauderdale Lakes.
 - B. DISCUSSION REGARDING THE PROCESS FOR REQUESTS FOR DONATIONS FROM THE CITY
 - This is a discussion regarding the process for requests for donations from the City.
 - C. DISCUSSION REGARDING HOOPIN ON PURPOSE (SPONSORED BY COMMISSIONER HARRISON)
 - This is a discussion regarding Hoopin On Purpose.
 - D. DISCUSSION REGARDING FY 2026 MAYOR AND COMMISSIONER INITIATIVES This is a discussion regarding FY 2026 Mayor and Commissioner initiatives.
 - E. DISCUSSION REGARDING THE PROFESSIONAL SERVICES AGREEMENT FOR FEDERAL LOBBYING SERVICES WITH MAURICE J. KURLAND OF ALCALDE & FAY, LTD, PROVIDING FOR A THREE (3) YEAR TERM WITH TWO (2) ADDITIONAL ONE-YEAR RENEWAL OPTIONS AT AN AMOUNT OF \$5,000 PER MONTH, TOTALING \$60,000 ANNUALLY

- This is a discussion regarding a professional services agreement for Federal lobbying services with Maurice J. Kurland of Alcalde & Fay, Ltd., providing for a three (3) year term with two (2) additional one-year renewal options at an amount of \$5,000 per month, totaling \$60,000 annually.
- F. DISCUSSION REGARDING THE PROFESSIONAL SERVICES AGREEMENT FOR STATE LOBBYING SERVICES WITH YOLANDA CASH JACKSON, ESQ. OF BECKER & POLIAKOFF, P.A., PROVIDING FOR A THREE (3) YEAR TERM WITH TWO (2) ADDITIONAL ONE-YEAR RENEWAL OPTIONS AT AN AMOUNT OF \$5,000 PER MONTH, TOTALING \$60.000 ANNUALLY
 - This is a discussion regarding a professional services agreement for State lobbying services with Yolanda Cash Jackson of Becker & Poliakoff, P.A., providing for a three (3) year term with two (2) additional one-year renewal options at an amount of \$5,000 per month, totaling \$60,000 annually.
- G. DISCUSSION REGARDING A GRANT AWARD FROM THE FY 2025 COPS HIRING PROGRAM (CHP) THROUGH THE DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES
 - This is a discussion regarding the acceptance of a grant award from the FY 2025 COPS Hiring Program (CHP), administered by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office). The City has been awarded \$250,000 to support the hiring of two (2) sworn officers to enhance law enforcement services and community safety.
- H. DISCUSSION REGARDING AUTHORIZING THE CITY TO MOVE THE PURCHASING CARD (P-CARD) PROGRAM FROM BANK OF AMERICA TO TD BANK EFFECTIVE JANUARY 2026 This is a discussion regarding moving the City's P-Card program from Bank of America to TD Bank. The current contract with Bank of America expires on January 4, 2026.
- I. DISCUSSION REGARDING INSTALLING LITTLE FREE LIBRARIES WITHIN THE CITY OF LAUDERDALE LAKES (SPONSORED BY COMMISSIONER HARRISON)
 - This is a discussion regarding Ittle free libraries within the City.
- J. DISCUSSION REGARDING CITY COMMISSIONERS HAVING THEIR OWN LEGISLATIVE AIDES (SPONSORED BY COMMISSIONER HARRISON)

This is a discussion regarding City Commissioners having their own legislative aides.

6. REPORTS

A. PETITIONS FROM THE PUBLIC
 Church of Atonement - Bounce House for event update

FUTURE MEETINGS:

A Town Hall Meeting regarding "What to expect if property taxes are eliminated" is scheduled for December 17, 2025 at 6:00 p.m.

The next scheduled City Commission Workshop will take place December 22, 2025 at 5 p.m.

The next scheduled City Commission Meeting will take place on December 23, 2025 at 7 p.m.

Town Hall Meeting scheduled for December 17, 2025 at 6:00 p.m.

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

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

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

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: Yes

Title

DISCUSSION REGARDING AUTHORIZING THE USE OF THE PIGGYBACK CONTRACT FROM THE CITY OF PLANTATION WITH REDSPEED FLORIDA, LLC. FOR ESTABLISHING SPEED DETECTION CAMERA SYSTEMS AT SCHOOL ZONES WITHIN THE CITY OF LAUDERDALE LAKES (6:00 P.M. TIME CERTAIN)

Summary

This is a discussion regarding authorizing the use of the piggyback contract executed by the City of Plantation, Florida with Redspeed Florida, LLC. for establishing Speed Detection Camera Systems at school zones within the City of Lauderdale Lakes.

Staff Recommendation

Background:

The purpose of the agenda is to authorize the City Manager to utilize the RedSpeed Florida LLC, contract through the South-East National Institute of Governmental Procurement (SENIGP), Cooperative Purchasing Program as a "piggy-back" from the City of Plantation, Florida, with no major cost to the city. RedSpeed will provide a turnkey solution for the "Speed Photo Enforcement System" (SPE System) to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed. The SPE System will be used to monitor and enforce school zone speed, and to issue citations for traffic violations.

The initial term of the contract is five (5) years with the possibility of extending for one (1) additional five (5) year term.

The City holds no responsibility for payment to any of the employees, suppliers or subcontractors of RedSpeed as well as any required Permits, fees and licenses. All records will be maintained by RedSpeed and available for inspection by an assigned representative of the City.

The revenue to the city will be \$39.00 or 65%, whichever is greater of the statutory monetary allocation (this amount/percentage pertains to each fine collected by RedSpeed).

Breakdown of \$100 Civil Penalty

- \$60 Local Municipality or County for Public Safety
- -RedSpeed Fee (35% of 60%)
- -\$21 to RedSpeed. \$39 to Municipality
- \$20 State General Fund
- \$12 Local School Districts
- \$3 FDLE Criminal Standards & Training Fund
- \$5 School Crossing Guard Recruitment & Retention

The estimated annual revenue for the City can be around \$1.1 - \$2.5 million, depending on the schools included. The SPE System, allows cities to implement video and photo enforcement of speeding in school zones. The enforcement is limited to school hours and on school days.

Once properly implemented, the city can expect anywhere from 50% to 90% reduction in speeding at school zones. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the CITY's discretion. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the City.

City staff recommends the approval of the piggyback contract with the City of Plantation, Florida. Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement.

City staff is requesting to utilize this contract in accordance with the City's Procurement Code, Section 82-358(d), which allows cooperative purchasing.

Funding Source:

General Fund and Various budget accounts as needed.

Fiscal Impact:

For fiscal year 2026, there is adequate funding available if necessary. Future year requests are subject to the availability of funding and approval through the City Manager

Sponsor Name/Department: Aazam Piprawala, CERT SCM, Procurement Administrator Captain

Warnell Phillips, MEM, MPA, FBINA, Brow

Meeting Date: 12/8/2025

ATTACHMENTS:

	Description	Туре
D	Exhibit A	Exhibit
	Exhibit C	Exhibit
D	Executed Agreement with City of Plantation	Backup Material
D	Final Selection Committee Tabulation Sheet	Backup Material
D	RED SPEED FLORIDA LIST	Backup Material

OFFICE OF THE MAYOR

Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Timothy J. Fadgen, President Louis Reinstein, President Pro Tem Eril Anderson Jennifer Andreu Denise Horland

June 14, 2024

Robert Liberman, Manager RedSpeed Florida, LLC 400 Eisenhower Lane North Lombard, Illinois 60148

Email: Robert. Liberman @ Red Speed.com

RE: RFSP No. 005-24; Speed Detection Camera System for School Zones

Dear Robert Liberman:

This letter is to inform you that the City of Plantation City Council- authorized and approved the following on the Legislation Section of the Agenda, Item No.10 during their June 12, 2024 City Council meeting:

- Approval of the Selection Committee's scores and rankings identifying RedSpeed Florida, LLC, as the highest ranked (most advantageous) Firm in reference to RFSP No. 005-24; Speed Detection Camera System for School Zones.
- Approval of a resolution of the City Council of the City of Plantation, Florida, approving and authorizing execution of an agreement
 with RedSpeed Florida, LLC for speed detection camera system for school zones; providing for conflicts; providing for severability;
 and providing for an effective date.
- Authorization and approval to execute the negotiated agreement (see attached) between the City of Plantation and RedSpeed Florida, LLC for "Speed Detection Camera System for School Zones -Term Contract", in accordance with the scope of work, terms and conditions provided in the attached agreement; and whereas, the initial term of this agreement shall be for five (5) years, unless terminated earlier. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year term, provided RedSpeed Florida, LLC also agrees in writing to extension upon such terms as the City and RedSpeed Florida, LLC agree, and requiring that any renewal shall be presented, considered and approved by the City Council at a regular or special meeting, providing for public comment, and prohibiting such contract renewal from being considered as part of a consent agenda.
- Authorization and approval for the City of Plantation to act as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group for matters pertaining to the agreement associated with RFSP No. 005-24; Speed Detection Camera System for School Zones- Term Contract.

The approved Agreement has been signed by RedSpeed Florida, LLC, and the City will now begin its counter-signing procedures.

<u>Note:</u> The City shall not be obligated to any Proposer to enter into a contract or issue a purchase order with the Proposer despite the City governing body prospectively awarding the Project/Services to a successful Proposer. The City shall be obligated to any Proposer for the project/services if and only if the CITY enters into a contract or issues a purchase order for the Project/Services with the Proposer, and further, no action will lie against the City to compel the City to execute any such contract or purchase order, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Zzard C. Spencer, Jr. Charles Spencer, NIGP-CPP

Procurement Director

Email: Espencer@Plantation.org

1	RESOLUTION NO. 2024-020	
2 3 4 5 6 7 8	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH REDSPEED FLORIDA, LLC FOR SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.	
9 10 11	WHEREAS, the City Council finds that it is in the best interests of the public to enter into an Agreement with RedSpeed Florida, LLC for speed detection camera system for school zones; and	
12 13	WHEREAS, the initial term of this agreement shall be for five (5) years, unless terminated earlier; and	
14 15 16	WHEREAS, the City reserves the right to extend this Agreement for one (1) additional five (5) year term, provided RedSpeed Florida, LLC also agrees in writing to extension upon such terms as the City and RedSpeed Florida, LLC agree; and	
17 18 19	WHEREAS, any renewal shall be presented, considered and approved by the City Council at a regular or special meeting, providing for public comment, and prohibiting such contract renewal from being considered as part of a consent agenda.	
20 21	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THI CITY OF PLANTATION, FLORIDA, THAT:	
22 23	<u>Section 1.</u> The foregoing recital is hereby ratified and confirmed as being true and correct and is incorporated herein by this reference.	
24252627	<u>Section 2.</u> The Agreement attached hereto is approved. The Mayor and Chie Administrative Officer are authorized to execute the Agreement with RedSpeed Florida, LLC The City Administration may make minor changes to the Agreement as are deemed necessary and appropriate.	
28 29	<u>Section 3.</u> All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.	
30 31 32 33	Section 4. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.	
34 35	Section 5. This Resolution shall take effect immediately upon passage and adoption and signature of the Mayor.	
36	(Signature Page to Follow)	

37 38 39		TATION
40	SIGNED by the Mayor this 12 day of June, 2024.	
41		
42	CITY OF PLANTATION, FLORII	ЭA
43)
44 45	That Sortal	7
46	NICK SORTAL, MAYOR	
47	ATTEST:	
48	$\sim 10^{-1}$	
49	April Decenou	
50	APRIL BEGGEROW, MPA, CMC	
51	CITY CLERK	
52	<u>APPROVED</u> <u>DAT</u>	E
53		
54	DEOLIEGTED DV.	
55	REQUESTED BY:	
56	Dept. OK:	
57	ADMIN. OK:	
58	ATTY. OK:	
59	As to form only	
60	RECORD ENTRY:	
61 62 63	I HEREBY CERTIFY that the Original of the foregoing signed Resolution was by the Office of the City Clerk and entered into the Public Record this 12th June , 2024.	
64		
65 66	April Beggerow, City Clerk	W

City of Lauderdale Lakes Automated Speed Enforcement Projected Revenue

Estimated Annual Revenue City of Lauderdale Lakes: \$2,548,962

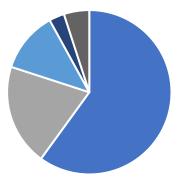
Crossing Guards: \$326,790

95% Reduction in Speeding

Breakdown of \$100 Civil Penalty

- \$60 Local Municipality or County for Public Safety
 - RedSpeed Fee (35% of 60%)
 - \$21 to RedSpeed. \$39 to Municipality
- \$20 State General Fund
- \$12 Local School Districts
- \$3 FDLE Criminal Standards & Training Fund
- \$5 School Crossing Guard Recruitment & Retention

Funds



Schools Included:	Study Violations:
Central Charter School*	3,669 p/day
Park Lakes Elementary School	2,375 p/day
Saint Helen Catholic School	447 p/day
Oriole Elem/Lauderdale Lakes Middle/	433 p/day
Boyd Anderson HS	
Pine Grove Academy*	338 p/day
TOTAL	7,262 p/day

RedSpeed®USA

City of Lauderdale Lakes Automated Speed Enforcement Projected Revenue

Estimated Annual Revenue City of Lauderdale Lakes: \$1,142,505

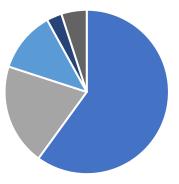
Crossing Guards: \$146,475

95%
Reduction in
Speeding

Breakdown of \$100 Civil Penalty

- \$60 Local Municipality or County for Public Safety
 - RedSpeed Fee (35% of 60%)
 - \$21 to RedSpeed. \$39 to Municipality
- \$20 State General Fund
- \$12 Local School Districts
 - Security, improve safety of student walking conditions
- \$3 FDLE Criminal Standards & Training Fund
- \$5 School Crossing Guard Recruitment & Retention





Schools Included:	Study Violations:
Park Lakes Elementary School	2,375 p/day
Saint Helen Catholic School	447 p/day
Oriole Elem/Lauderdale Lakes Middle/	433 p/day
Boyd Anderson HS	
TOTAL	3,255 p/day

RedSpeed®USA

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

And

REDSPEED FLORIDA, LLC.

For

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE-TERM CONTRACT

AGREEMENT NO. 005-24

Agreement By and Between CITY OF PLANTATION

&

REDSPEED FLORIDA, LLC

For

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES- TERM CONTRACT AGREEMENT NO. 005-24

1. PARTIES AND DATE.

2. RECITALS.

2.1 RedSpeed.

RedSpeed has the knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System") and authorized to do business in the State of Florida, and is familiar with the plans of the City.

2.2 Services

City desires to engage RedSpeed to provide a turnkey solution for <u>"Speed Photo Enforcement System"</u> (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement.

City desires to use the SPE System to monitor and enforce school zone speed, and to issue citations for traffic violations.

2.3 Procurement

Pursuant to City Code Sec. 2-220(b), the City sought formal competitive bids/proposals for the Services mentioned herein. These services were publicly solicited on the Demand Star website (City's electronic bidding platform).

The City competitive procurement process concluded that RedSpeed was the most advantageous firm to the City taking into consideration the evaluation factors and criteria set forth in the RFSP and successful negotiations.

The following Exhibits referenced herein are hereby incorporated into this Agreement-Exhibit "A" Negotiated Scope of Services, Exhibit "B" Advertised Scope of Services, Exhibit "C" Addendum, Exhibit "D" documentation required by the City submitted by the RedSpeed during the solicitation period prior to negotiations, Exhibit "E", Insurance Requirements, Exhibit "F" General Terms and Provisions, Exhibit "G" FBI CJIS Security Addendum.

3. TERMS.

3.1 Scope of Services and Term.

A. General Scope of Services. RedSpeed shall furnish a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement ("Services"). The Services are more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules, and regulations. RedSpeed acknowledges that City may enter into agreements with other firms for services similar to the Services that are the subject of this Agreement or may have its own employees perform services similar to the Services.

years commencing Tune 25 2024, expiring Tune 29. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year period, provided RedSpeed also agrees in writing to extension upon such terms as the City and RedSpeed agree.

4. RESPONSIBILITIES OF REDSPEED.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by RedSpeed or under its supervision. RedSpeed shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains RedSpeed on an independent contractor basis and not as an employee. RedSpeed retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of RedSpeed shall also not be employees of City and shall at all times be under RedSpeed's exclusive direction and control. RedSpeed shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. RedSpeed shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. <u>Permits, Fees, and Licenses.</u> RedSpeed shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

- C. Control and Payment of Subcontractors. All work performed for RedSpeed by a Subcontractor or Supplier will be pursuant to an appropriate agreement between RedSpeed and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. RedSpeed shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to RedSpeed. The City shall not be responsible for any payments to Subcontractor or Suppliers. The City shall not be billed directly or indirectly for any fees or additional costs of the Subcontractor for the Project, except as otherwise provide for in **Exhibit "A"**.
- D. <u>Schedule of Services.</u> RedSpeed shall perform the Services expeditiously, within the Term and in accordance with the agreed upon timelines. RedSpeed represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate RedSpeed's conformance with the Schedule, City shall respond to RedSpeed's submittals in a timely manner. Upon request of City, RedSpeed shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- E. <u>Conformance to Applicable Requirements.</u> All work prepared by RedSpeed shall be subject to the approval of City.
- F. <u>Substitution of Key Personnel.</u> RedSpeed has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, RedSpeed may substitute other personnel of at least equal competence upon written approval of City. In the event that City and RedSpeed cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the RedSpeed at the request of the City. The key personnel for performance of this Agreement are as follows:

Luke Hayman	
Julio Silva	

- G. <u>City's Representative</u>. The City hereby designates <u>Chief Administrative</u> <u>Officer</u>, or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. RedSpeed shall not accept direction or orders from any person other than the City's Representative or their designee.
- Robert Liberman, or their designee, to act as its representative for the performance of this Agreement ("RedSpeed's Representative"). RedSpeed's Representative shall have full authority to represent and act on behalf of the RedSpeed for all purposes under this Agreement.

The RedSpeed's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services.

- I. <u>Coordination of Services.</u> RedSpeed agrees to work closely with City staff in the performance of Services and shall be available to City's staff, RedSpeed's and other staff at all reasonable times.
- Standard of Care; Performance of Employees. RedSpeed shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. RedSpeed represents and warrants that it is skilled in the professional calling necessary to perform the Services. RedSpeed represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, RedSpeed represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, RedSpeed shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the RedSpeed's failure to comply with the standard of care provided for herein. Any employee of the RedSpeed or its Subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the RedSpeed and shall not be re-employed to perform any of the Services or to work on the Project.
- K. <u>Excusable Delays</u>. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate RedSpeed for any Service that RedSpeed fails to perform, or otherwise has not performed.
- Laws and Regulations; Employee/Labor Certifications. RedSpeed shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. RedSpeed warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. RedSpeed shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of RedSpeed's performance under this Agreement. RedSpeed shall be liable for all violations of such laws and regulations in connection with the Services. If the RedSpeed performs any work knowing it to be contrary to such laws, rules and regulations and without giving written {00424282.8 2007-0000000}

notice to the City, RedSpeed shall be solely responsible for all costs arising therefrom. RedSpeed shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. <u>Equal Opportunity Employment.</u> RedSpeed represents and warrants that it is an equal opportunity employer and it shall not discriminate against any SubRedSpeed, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

- i. <u>Time for Compliance</u>. RedSpeed shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit E**. In addition, RedSpeed shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the SubRedSpeed has secured all insurance pursuant to **Exhibit E**.
- N. <u>Safety.</u> RedSpeed shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the RedSpeed shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.
- O. <u>Accounting Records.</u> RedSpeed shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. RedSpeed shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. RedSpeed shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

5. FEES AND PAYMENTS.

- A. <u>Description of Pricing.</u> Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Rekor (or other major brand ALPR provider) licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:
- B. During any term of the Agreement, the City shall receive or retain \$39.00 or 65% whichever is greater of the Statutory monetary Allocation (this amount/percentage pertains to each fine collected by RedSpeed).

- C. <u>Payment of Compensation.</u> City shall review all invoices and pay all approved charges thereon consistent with Section 218.73, Florida Statutes, as amended.
- D. <u>Reimbursement for Expenses.</u> RedSpeed shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by City.
- E. <u>Extra Work.</u> At any time during the Term, City may request that RedSpeed perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. RedSpeed shall not perform, nor be compensated for, Extra Work without written authorization from the City.
- F. <u>Consideration Adequate.</u> The Parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

6. TERMINATION OF AGREEMENT.

- A. <u>For Convenience.</u> City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. RedSpeed may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if RedSpeed avails itself of the Dispute Resolution process set forth below in subsection 8C.
- For Cause. City may, by written notice to RedSpeed, terminate the whole B. or any part of this Agreement at any time and with cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide RedSpeed with an opportunity to cure any breach prior to the effective date of any termination for cause. The RedSpeed may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the RedSpeed's termination for cause, the RedSpeed shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the RedSpeed's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the RedSpeed's performance which is unsatisfactory (the intent being that the RedSpeed be paid what is just and equitable compensation for the RedSpeeds' performance of Services rendered to the satisfaction of the City). Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. Should the RedSpeed avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.
- C. <u>Mutual Termination</u>. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

- D. <u>Effect of Termination.</u> If this Agreement is terminated as provided herein, City may require RedSpeed to provide all finished or unfinished Documents and Data and other information of any kind prepared by RedSpeed in connection with the performance of Services. RedSpeed shall be required to provide such documents and other information within 21 calendar days of the request. RedSpeed would timely remove all equipment within 60 calendar days from the date of the termination.
- E. <u>Additional Services.</u> In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

- Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by RedSpeed under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by RedSpeed on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, RedSpeed shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the RedSpeed is entitled under the termination provisions of this Agreement, RedSpeed shall provide all Documents & Data to City upon payment of the undisputed amount. RedSpeed shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, RedSpeed shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, RedSpeed shall notify City and provide City with the opportunity to obtain the Documents & Data.
- B. <u>Subcontractor</u>. RedSpeed shall require all Subcontractor to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the Subcontractor prepares under this Agreement. RedSpeed represents and warrants that RedSpeed has the legal right to license any and all Documents & Data. RedSpeed makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than RedSpeed or its Subcontractor, or those provided to RedSpeed by the City.
- C. <u>Right to Use.</u> City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of RedSpeed shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall

remove the RedSpeed's seal from the Documents & Data. RedSpeed shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. RedSpeed shall not be responsible or liable for any revisions to the Documents & Data made by any party other than RedSpeed, a party for whom the RedSpeed is legally responsible or liable, or anyone approved by the RedSpeed.

- D. <u>Indemnification.</u> RedSpeed shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.
- E. <u>Confidentiality.</u> To the maximum extent permitted by law, all Documents & Data, either created by or provided to RedSpeed in connection with the performance of this Agreement, shall be held confidential by RedSpeed. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by RedSpeed for any purposes other than the performance of the Services. To the maximum extent permitted by law, RedSpeed shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to RedSpeed that is otherwise known to RedSpeed or is generally known, or has become known, to the related industry shall be deemed confidential. RedSpeed shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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8. GENERAL PROVISIONS.

A. <u>Delivery of Notices.</u> All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed:

ReedSpeed Florida, LLC 400 Eisenhower Lane North Lombard, Illinois 60148 Attn: Robert Liberman, Manager

City:

Mayor 400 NW 73rd Avenue Plantation, FL 33317

With copies to:

Chief Administrative Officer 400 NW 73rd Avenue Plantation, FL 33317

Procurement Director 400 NW 73rd Avenue Plantation, FL 33317

City Attorney Goren Cherof, Doody & Ezrol, P.A. 3099 E Commercial Blvd., Ste. 200 Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

- Scope of Indemnity. To the fullest extent permitted by law, RedSpeed shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of RedSpeed, its officials, officers, employees, subcontractors, RedSpeeds or agents in connection with the performance of the RedSpeed's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the RedSpeed and other persons employed or utilized by the RedSpeed in the performance of this Agreement. The performance of this Agreement (including any amendments thereto) by RedSpeed, its employees, agents, representatives or subcontractor; or (ii) The failure of RedSpeed, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the RedSpeeds, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors; or (v) RedSpeed's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).
- ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by RedSpeed from the City that such amount is due, be made by RedSpeed prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and RedSpeed shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by RedSpeed of written notice from the City that such payment is due. RedSpeed agrees, at RedSpeed's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by RedSpeed. Additionally, if RedSpeed, after receipt of written notices from the City, fails to make any payment due hereunder to the City, RedSpeed shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from RedSpeed.
- iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to RedSpeed beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to RedSpeed for punitive or

exemplary damages or for lost profits or consequential damages.

- iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by RedSpeed pursuant to this Agreement or otherwise obtained by RedSpeed, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
- v. Program legal challenges. RedSpeed agrees to defend the City and the camera program from legal challenges. To the extent the City and RedSpeed's interests are the same there shall be a common defense with an agreeable law firm experienced in government and municipal law. If it is determined that the City requires its own representation, RedSpeed will pay reasonable defense costs for the City. 'Reasonable defense costs' shall include reasonable attorney's fees, court costs, expert witness fees, and other customary expenses, but shall not include judgments, fines, or penalties assessed against the City, or the costs of any appeals pursued at the City's sole discretion without RedSpeed's consent.

C. Dispute Resolution

- i. In the event that any dispute between the City and the RedSpeed concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the RedSpeed to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the RedSpeed) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the RedSpeed shall seek a judicial determination in accordance with the provisions set forth below in subsection 8 D.
- ii. No later than 10 calendar Days after the RedSpeed's receipt of the City's determination, the RedSpeed shall respond to the City in writing, either accepting the determination or stating the RedSpeed's factual or legal objection to the determination. If the RedSpeed's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the RedSpeed may seek a judicial determination of the dispute. In the event that the RedSpeed intends to seek judicial determination of a matter decided by the City, the RedSpeed shall notify the City of its intent to do so within 10 calendar days of the City's final decision.
- iii. If required by City, the RedSpeed shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the RedSpeed complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the RedSpeed fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

- D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and RedSpeed hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.
- E. <u>Time of Essence.</u> Time is of the essence for each and every provision of this Agreement.

F. <u>CJIS Security Policy:</u>

- Vendors/Contractors Private vendors which, under contract with the Contracting Government Agency (CGA), are permitted access to information systems that process CJI, shall abide by all aspects of the FBI CJIS Security Addendum. a. Any contract between the Contracting Government Agency (CGA) and a vendor permitted such access shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJIS.
- RedSpeed must maintain a security program for managing access to customer data particularly CJIS information which will include:
 - A preemployment background check;
 - o Security training required by Federal CJIS regulations; and
 - O Criminal background checks/fingerprints required by Federal or State regulations. RedSpeed will work with the City to provide reasonably required documentation (such as the CJIS Security Addendum Certification form, Exhibit "G"). If required by the City, RedSpeed will provide paper fingerprint cards for security approved personnel with the fingerprinting performed in the state of the RedSpeed staff's job assignment location. This provision will apply during the installation of the Project and for the duration of the City's General Services Agreement.
- G. <u>City's Right to Employ Other Contractors.</u> City reserves right employ other Contractors in connection with this Project.
- H. <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the Parties.

- I. <u>Assignment or Transfer.</u> RedSpeed shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- J. <u>Construction; References; Captions.</u> Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to RedSpeed include all personnel, employees, agents, and Subcontractors of RedSpeed, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- K. <u>Amendment; Modification.</u> No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- L. <u>Waiver.</u> No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- M. <u>No Third-Party Beneficiaries.</u> Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.
- N. <u>Invalidity; Severability.</u> If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- O. <u>Prohibited Interests.</u> RedSpeed warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the RedSpeeds, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the RedSpeeds. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the RedSpeeds.
- P. <u>Conflicts of Interest</u>. RedSpeed covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has

any personal financial interests, direct or indirect, with City. RedSpeed further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of RedSpeed or its employees, must be disclosed in writing to City. RedSpeed is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statues, as amended, and agrees that it will fully comply in all respects with the terms of said laws. RedSpeed warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

- Q. Convicted Vendor List. RedSpeed represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. RedSpeed acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a RedSpeed, supplier, Subcontractor or RedSpeed under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- R Contract Utilization Clause. The parties agree that other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with RedSpeed based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Redspeed. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause. RedSpeed agrees to extend the same terms, conditions, and pricing to other governmental entities in Florida, subject to any modifications mutually agreed upon between RedSpeed and the respective governmental entity.

S. <u>Southeast Florida Governmental Cooperative Purchasing Group,</u> <u>Participating Agencies:</u>

- Named Agencies:
 - City of Coconut Creek
 - o City of Delray Beach
 - o City of Miami Shores
 - o City of Doral
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

- o None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
- o Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.
- T. <u>Cooperation; Further Acts.</u> The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- U. <u>Authority to Enter Agreement.</u> RedSpeed has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- V. <u>Counterparts.</u> This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- W. <u>Entire Agreement.</u> This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

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IN WITNESS WHEREOF, CITY OF PLANTATION AND REDSPEED FLORIDA, LLC. have signed this Agreement in duplicate. One counterpart each has been delivered to the City and RedSpeed. Attest: CITY OF PLANTATION April Beggerow, City Clerk OF PLANTA Organized As to legal form: April 30, 195 Kerry Ezrol, City Attorney As to Procurement: County Charles Spencer, Procurement Director Witness: Typed name of Witness Typed name of STATE OF FLORIDA **COUNTY OF BROWARD** THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 25 day of 300e, 2024, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced as identification. My commission expires: Mey 1,2027 Hamin REST II

MY COMMISSION # HH393263 EXPIRES: May 01, 2027 Signed, Sealed in the presence of:

REDSPEED FLORIDA, LLC. a Florida Limited Liability Company

By:

Robert Liberman, Manager

Witness:

Typed name of Witness

Witness:

Typed name of Witness

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 of Moy, 2024 (date) by Robert Liberman, as Manager of REDSPEED FLORIDA, LLC, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced a FL Drivers (type of identification) as identification.

My commission expires: August 21, 2027

NOTARY PUBLIC

JAMES PYKE

Notary Public - State of Florida
Commission # HH 435787
My Comm. Expires Aug 21, 2027
Bonded through National Notary Assn.

EXHIBIT "A" (NEGOTIATED SCOPE OF SERVICES)

DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

- "Motor Vehicle" means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.
- "Notice of Violation" means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or RedSpeed as an agent of such law enforcement agent, agency or court.
- "Motor Vehicle Owner" means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.
- "Recorded Images" means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.
- "RedCheck" means web-based violation processing system used by Traffic Enforcement Officer.
- "Speed Photo Enforcement System" (herein "SPE System") means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.
- "Traffic Enforcement Officer" means an employee of City's police department or other City employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.
- "Violation" means a violation under Chapter 316, Florida Statutes or a violation of City's Code of Ordinances, as may be amended from time to time.

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SECTION 1.

REDSPEED SCOPE OF WORK

- 1. REDSPEED agrees to provide a turnkey solution for SPE Systems to City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "CITY Scope of Work". REDSPEED and CITY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by CITY, unless otherwise specified, CITY shall not charge REDSPEED for the cost. All other in-scope work, external to CITY, is the responsibility of REDSPEED.
- 2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.
- 3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the CITY's discretion. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the City. If termination provision within the Agreement is exercises REDSPEED shall remove all equipment and restore property to original condition or better within 60 days after the termination of this agreement.
- 4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.
- 6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.
- 7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) hours of determination of a malfunction. No device shall non-functional for more than five (5) calendar days. REDSPEED shall provide City with reports view reports that measure down time.
 - REDSPEED will ensure that while the system is malfunctioning no violations will be captured or, if captured, violations will be discarded and not submitted to review by CITY.

- 8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of CITY internet connections or infrastructure are excluded from this service level.
- 9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The City of Plantation at CIBC Bank." All funds collected on behalf of CITY, excluding REDSPEED's weekly fees and any fees (i.e. credit card) associated with electronic processing of violations, will be deposited in this account and transferred by wire on or about the 15th calendar day of the month to CITY's primary deposit bank. CITY will identify the account to receive funds wired from First Midwest Bank. CITY shall sign a W-9 and blocked account agreement, to be completed by CITY, to ensure CITY's financial interest in said bank account is preserved.
- 10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach/ provide all signage in accordance with State Statutes as may be amended/FDOT criteria.
- 11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
- 12. REDSPEED shall assign a project manager who will be the liaison between CITY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. CITY shall reserve the right to request a new project manager.
- 13. REDSPEED shall provide CITY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
- 14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
- 15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
- 16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
- 17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as CITY's agent.
- 18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for CITY.

- 19. If CITY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
- 20. REDSPEED shall provide to CITY access to RedCheck system, which provides CITY with ability to run and print all standard system reports.
- 21. If required by CITY, REDSPEED shall, at REDSPEED's expense, provide and train CITY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
- 22. In those instances where damage to an SPE System is caused by negligence on the part of CITY or its authorized agent(s), REDSPEED will provide CITY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 23. REDSPEED shall provide a toll-free, CITY-specific help line to help CITY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
 - 23a. Call Center is for the violator and helpline is for the CITY. The assigned project manager is available as needed and we will provide cell phone number for emergency contact.
- 24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
- 26. REDSPEED shall provide CITY with a warning period consistent with State law. To include but may not be limited, Multi-language PSA, FAQ, Clip Art as needed, printed handouts / posters as needed, social media assistance, PR firm availability.
- 27. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the City.
- 28. CITY will have real-time access to violation and camera data.
- 29. REDSPEED at the direction of the CITY will install and maintain any required signage including flashers.

- 30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and CITY.
- 31. REDSPEED shall provide/build custom reports for the CITY at no cost.
- 32. REDSPEED shall adjust enforcement schedule (calendar) within the same day following City's approval.
- 33. REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed herein. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by CITY.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

SECTION 2.

CITY'S SCOPE OF WORK

- 1. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate CITY responsibilities under the Agreement.
- 2. Within seven (7) business days of the Agreement, CITY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
- 3. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by CITY's police department to approve and issue Notices of Violation.
- 4. CITY may elect to establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at CITY's facility or by appointment with the Police Department.
- 6. CITY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and CITY will endeavor to approve the plans in a timely manner.
- 7. CITY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
- 8. If use of private property right of way is needed, CITY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
- 9. CITY may allow REDSPEED to build needed infrastructure in existing CITY owned easement as necessary and only after required permits have been approved.
- 10. CITY's Traffic Enforcement Officer(s) will endeavor process each potential violation in accordance with State Law and/or CITY's Ordinances within five (5) days (excluding Saturday, Sunday and CITY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

- 11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
- 12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
- 13. CITY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. CITY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
 - 13a. Should the CITY receive direct inquiries they will forward citizen inquiries to red speed's call center and/or refer them to the website secure.speedviolation.com.
- 14. If remote access to a REDSPEED SPE System is blocked by CITY's network security infrastructure, CITY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
- 15. CITY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. CITY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
- 16. CITY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc).
- 17. CITY shall ensure that cameras in City maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

END OF SECTION

EXHIBIT "B"

(Advertised Scope of Services)

SCOPE OF SERVICES

I. City's Intent

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

II. Scope of Work

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

III. Project Specific Requirements

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

SCOPE OF SERVICES

- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- City of Coconut Creek
 - o Seven (7) School Zones
 - o Currently utilizing FLOCK Automatic License Plate Reader Software
- City of Delray Beach
 - o Ten (10) +/- School Zones
 - o Currently utilizing VIGILANT Automatic License Plate Reader Software
- City of Miami Shores
 - o Four (4) School Zones
 - o Currently utilizing INSIGHT Automatic License Plate Reader Software

SCOPE OF SERVICES

- City of Doral
 - o Twenty (20) School Zones
 - Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
 - o None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
 - Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

END OF SECTION

EXHIBIT "C" (Addendums)

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Robert Liberman	, on this 28th	, day of December	, 2023 herby				
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.							
		·					
A	ddenda Numbers Rec	reived:					
	1, 2 and 3						
	01	4.1					
AUTHORIZED SIGNATURE:	Kops	Hiber man					
PRINTED NAME OF ABOVE:	Robert Liberman						
TITLE OF ABOVE:	CEO						
COMPANY NAME:	RedSpeed Florida						

Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Jennifer Andreu, President Timothy J. Fadgen, President Pro Tem Denise Horland Erik Anderson Louis Reinstein

ADDENDUM No. 1

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 14, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: How many school zones does the City of Plantation want to be enforced with this RFSP award?

Response No. 1: There are 10 public schools in the City of Plantation. The number of schools selected for enforcement will depend on the results of the needs testing at each location

Question No. 2: Is bidirectional enforcement required at all school zone sites in the City of Plantation? If not, which ones will and which ones will not?

Response No. 2: Bidirectional enforcement required at all school zone sites in the City of Plantation.

Question No. 3: Will the City provide a 10 - 14 calendar day extension to the deadline?

Response No. 3: At this time the City is not considering an extension to the deadline/proposal opening.

Question No. 4: Are the potential partner municipalities that were listed planning to actually utilize this procurement OR is this just potential info at this point?

Response No. 4: The listed municipalities are expressed interest in the utilization of this agreement dependent on the results of "needs testing: at each of their location.

Question No. 5: Does the City intend to enforce at all in the Summer, OR only when school is in session during the regular school calendar year?

Response No. 5: The City of Plantation desires enforcement whenever the school zones are active, including summer session. Not all schools in the City have summer sessions every year. Which schools have summer sessions is determined by Broward County Schools each year.

Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

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Question No. 6: An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Please confirm that this letter is in addition to, and not a repeat of, the Transmittal Letter required on page 30.

Response No. 6: This letter is in addition to, and is not a repeat of, the Transmittal Letter required on page 30.

Question No. 7: The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

- What is the anticipated award date of the contract?
- What is the desired Go Live date?

Response No. 7: At this time the City does not have an anticipated "go-live" date, or anticipated contract award date.

Question No. 8: Please define the word "Principal" used here.

Response No. 8: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 9: Please define the term "operating model." What specific information is the City interested in from potential vendors?

Response No. 9: How business components work together in line with the guiding principles mentioned herein. A visual or written representation of how a company's system runs and operate. Describe what your system/company offers, the benefits of your system vs another's. Describe what sets your system and company apart from others.

Proposals **must** be submitted on or before **December 6**th **at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME:

Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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Denise Horland
Erik Anderson
Louis Reinstein

ADDENDUM No. 2

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 17, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: Is the vendor required to process payments on the program?

a. If so, is this for mail in payments ("lockbox"), Web payments, Phone payments? OR if only certain types please specify

Response No. 1: Yes, the vendor will be required to process payments. Online, phone, and mail in payments with credit card, check, or echeck.

Question No. 2: Is the vendor expected to provide customer service representatives to answer citizen inquiries?

Response No. 2: Yes, the vendor will be expected to provide at a minimum a telephonic customer service center to handle citizen inquiries. Web based customer service is also welcomed.

Question No. 3: How long should vendors assume in their models for receipt of permits from time of request?

Response No. 3: Fourteen (14) Days

Question No. 4: For each potential School Zone for enforcement, how many lanes are there in each direction for enforcement?

Response No. 4: No more than five (5) lanes in each direction. The number of lanes may decrease based on the agency, and area.

Question No. 5: Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Jennifer Andreu, President Timothy J. Fadgen, President Pro Tem Denise Horland Erik Anderson Louis Reinstein

Please define the word "Principal" used here.

Response No. 5: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 6: Corporate Resolution

Given the short time frame, we would be unable to assemble our board of directors in time to complete and sign this resolution. Will the City accept a Secretary's Certificate as an approved equivalent?

Response No. 6: The City accept a Secretary's Certificate as an approved equivalent, however reserves the right to request Corporate Resolution at which time the Firm shall comply accordingly.

Proposals **must** be submitted on or before **December 6**th **at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME:			

Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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Louis Reinstein

ADDENDUM No. 3

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 28, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Change(s)

By issuance of this addendum the Proposal Opening Date is hereby changed from December 6th, 2023 at 11:00AM to **January 9th**, 2024 at 11:00AM

Proposals must be submitted on or before January 9th, 2024 at 11:00AM. Proposals must be submitted electronically ONLY via the Demand Star website.

 $\underline{https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/$

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME:	
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Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

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ADDENDUM No. 4

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: January 5, 2024

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Question and Answers

Question No. 1: Can the City please explain what information they are looking for in the needs testing?

Response No. 1: The City is looking for an overall vehicle count and number of vehicles that are exceeding the posted speed limit in excess of the 10 MPH threshold.

Question No. 2 How many school zones are in state right of ways? And will the 14-day permitting timeline be the same for state and county right of way usage?

Response No. 2 This response only pertains to the City of Plantation. There are 2 school zones located within the state ROW. The remaining school zones are either in Broward County or City ROW.

Question No. 3: Are the camera's referenced in a) above the Speed Detection Device cameras, ALPR cameras, or is it your expectation that both be used for this purpose?

Response No. 3: Please explain the firm's ability to operate as speed detection cameras with integrated ALPR capabilities, however, the primary focus of this project is school speed cameras

Question No. 4: During what hours do you expect the live streaming video feeds to be available?

Responses No. 4: During authorized enforcement periods. If the law, now or in the future, allows the Police Department to utilize this capability outside of enforcement periods, the City would request the capability to livestream at all times in compliance with the law.

Question No. 5: Is it your expectation that the ALPR and video system capabilities will be available 24/7, 365 days per year?

Response No. 5: Yes, if permitted by law now or in the future.

Question No. 6: Are you of the opinion that the services listed above in a) and b) do not conflict with the language of Florida Statute 316.1896(15) which reads: (a) A speed detection system in a school zone may not be used for remote surveillance. (emphasis added)"... "Recorded video or photographs collected as part of a speed detection

Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Timothy J. Fadgen, President Louis Reinstein, President Pro Tem Erik Anderson Jennifer Andreu Denise Horland

systems in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system. (emphasis added)"

Response No. 6: This is a new law and it is expected that future case law will provide further clarification as to what constitutes "remote surveillance" and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 7: Should any of the services requested by City be found to be in violation of Florida Statute 316.1896, will the City indemnify firm from any legal action resulting from the violation?

Response No. 7: The City intends to comply with all laws at all times. The City will not indemnify Firm from any legal action resulting from any violation. Firm shall comply with the Law, and ensure the system offered is operating in compliance with the Law.

Question No. 8: - Do you intend to permit the use of separate ALPR and video camera systems, or is the plan to utilize the speed enforcement system as both an ALPR and video system?

Response No. 8: If permitted by law the City intends for the speed enforcement system to have ALPR capabilities that integrate with the above systems.

Question No. 9: Is it your expectation that the ALPR cameras in each location as noted in c) above will be separate and independent from the cameras used for speed detection as defined by the statute or are you of the opinion that the services listed above do not conflict with the language of Florida Statute 316.1896(15).

Response No. 9: If permitted by law the City would prefer the speed detection cameras to have ALPR capabilities. If not permitted then the City may request to install a separate ALPR camera utilizing the same infrastructure. This is a new law and it is expected that future case law will provide further clarification as to what constitutes "remote surveillance" and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 10: Is the stored footage referred to in a) above the stored footage of violation videos only or any footage recorded?

Response No. 10: Any video recorded pursuant to a lawful use.

Question No. 11: Does the footage need to be made accessible through any video management software or must it be through the LPR vendor currently being utilized by the Plantation Police Department? If the current vendor, what is the source in which the live video needs to feed into?

Response No. 11: Any video management software capable of being supported by City IT Department.

Question No. 12: While we would have no objection to the City adding additional equipment to the poles, adding additional equipment to the poles would require a new wind load/structural requirement. With that in mind, is the City going to handle engineering associated with modifications?

Response No. 12: Yes, the City will be responsible for any needed Engineering studies for any additional equipment added that was not part of the original plan.

Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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Question No. 13: The systems we are proposing operates 24/7 off solar. In the event you decide to add additional equipment, can we add, at no charge to the City, additional solar/battery to the system to accommodate for that increase? If so, would you be able to advise us while we are in the engineering phase in order that we might account for the max power draws of each piece of equipment?

Response No. 13: Yes, and Yes, the City can provide this information

Question No. 14: Do the camera's need to be connected to or controlled by the flashing light systems installed currently? If so, who would be required to provide updated changes to school zone times?

Response No. 14: This response pertains to agencies in Broward County only. The City does not require the system to be connected to the flashing light systems as they are maintained and controlled by Broward County. Updated school zone times are set by Broward County.

Question No. 15: - Once a vendor is selected, who will coordinate the installation time frame?

Response No. 15: Installation will be coordinated with the Police Department in conjunction with City and County Engineering Departments, and FDOT where appropriate.

Question No. 16: Since the award is creating a procurement co-op, naming multiple cities/ systems throughout Broward, Palm Beach, and Miami Dade, is the evaluation committee a multi-agency committee or entirely comprised of City of Plantation staff?

Response No. 16: Currently the Selection Committee will comprise of City of Plantation staff. The City reserves the right to make changes to the selection committee, as necessary.

Question No. 17: If all or portions of the scope of services defined in the bid are found to not follow Florida Statues, will the current bid be thrown out and reissued?

Response No. 17: If any portion of the solicitation is found to be in contradiction of the Florida Statute the Firm shall identify the contradiction within its submittal.

Question No. 18: Within section 4 Key Staff Experience and Qualifications, #3Experience and qualifications pf all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s). Are resumes only required for named key staff?

Response No. 18: Resumes shall provide be provided for Key named Staff members (Proposer and Sub-Proposer). Firm reserves the right/ability to submit additional information as necessary.

Question No. 19: What qualifies as trade secret within a public request?

Response No. 19: Firm is encouraged to review/read Chapter 119 of the Florida Statutes for this determination.

Question No. 20: As this contract will be primarily based on a revenue share pricing structure and is not a "lump sum or cost or cost-plus-a-fixed fee professional services contract", do proposers need to complete the Truth in Negotiations Statement document.

Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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Response No. 20: The City is requiring that all Firm submitting a proposal to complete the "Truth in Negotiation Form" provided.

Question No. 21: Are the only price requirement included within the Bid/Proposal Form?

Response No. 21: Yes

Question No. 22: Will the City accept digital signatures as opposed to longhand that's referenced on 3.1?

Response No. 22: The City will also accept digital signatures.

Question No. 23: On the proposed checklist, under submittal forms, it refers to register as a City of Plantation Vendor, where is this form?

Response No. 23: This action electronic and is performed on the City's website (https://www2.plantation.org/VendorApplication/).

Question No. 24: Are we allowed to take exceptions?

Responses No. 24: Exception may be made. However, the Firm understands that the provided information within the solicitation provides the City preferred outcome and terms.

Question No. 25: Where should the proposed Schedule of Values be included within our response and what is a schedule of values?

Response No. 25: This solicitation does not require the submission of a Schedule of Values.

Question No. 26: Can Bidders number pages by major section?

Response No. 26: Yes.

Question No. 27: Can Bidders exclude signed forms, attachments, table of content, etc. from consecutive numbering requirement?

Response No. 27: Yes.

Question No. 28: Can the City please explain what information they are looking for in the needs testing?

Response No. 28: Testing system to ensure it meets the City's desired outcome as described.

Question No. 29: Please confirm that a certificate of insurance is not required with the proposal and only confirmation that we can meet the requirement by submitting the Certificate of Insurance Summary form on page 63 of the RFSP.

Response No. 29: Submittal of a Certificate of Insurance is not required. However, submission of a sample Certificate of Insurance is encouraged. Submission of the Certificate of Insurance Summary form is required.

Nick Sortal Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

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Question No. 30: If there has not been any work performed previously by the vendor for the City of Plantation should this for be left Blank; or possibly enter N/A for the various columns?

Response No. 30: No Form or column should be left blank; the Firm shall use N/A where applicable and still sign Form(s) if necessary.

Proposals must be submitted on or before January 9th, 2024 at 11:00AM. Proposals must be submitted electronically ONLY via the Demand Star website.

 $\underline{https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/$

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME:	

EXHIBIT "D"

(Documentation required by the City submitted by the RedSpeed during the solicitation period prior to Notice of Award)

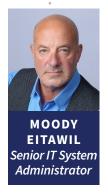
RedSpeed Key Personnel

RedSpeed has assembled a comprehensive implementation and management team comprising seasoned industry professionals representing each key service delivery culture: Engineering, Project Management and Operations.

The following team members have been assembled to spearhead this program based on their individual experience, dedication, and proven ability to perform at the highest levels on similar projects. RedSpeed currently has four (4) full-time employees working in Florida and is in the hiring process for four (4) more.









Client Relations



Director of **Operations**



SILVA Implementation Project Manager



JOSE CHAVEZ Director of **Engineering**



MCALISTER Attorney



Director of **Finance**









VILLARREAL Field Human Engineer Resources

Certificate of Approval



STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY PURSUANT TO RULE 15B-2.007(1) AND 15B-2.008 FLORIDA ADMINISTRATION CODE THAT THE STATE OF FLORIDA, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES HAS ON FILE THE FOLLOWING INFORMATION PERTAINING TO A RADAR SPEED MEASURING DEVICE (RSMD) OR LASER SPEED MEASURING DEVICE (LSMD):

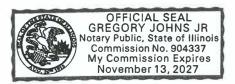
1	CHECK FOR RSMD) A CERTIFICATE COMMUNICATIONS COMMISSION (FCC) AN INTERNATIONAL ASSOCIATION OF CHIEFS O RADAR SPEED CRITERIA OF RULE 15B-2.0082 F	THE DEVICE APPEARS ON F POLICE (IACP) CONSUMER PRO	THE CURRENT DUCT LIST FOR
2. <u>X</u>	(CHECK FOR LSMD) A REPORT FROM AN INITHAT A LASER SPEED MEASURING DEVICE M 15B-2.014 FLORIDA ADMINISTRATIVE CODE.		
	Stalker LIDAR	XLR	
	(TYPE OF EQUIPMENT OF	R ACCESSORIES)	
	Certified on April	04, 2013	
	MANUFACTUR Applied Concepts In		
	2609 Technolog	y Drive	
	Plano, Texas 7	5074	
	Al A Bagnere C.	Lieutenant	
	Certifying Authority (signature)	Title	
	John J. Bagnardi	April 04, 2013	
	Certifying Authority (printed name)	Date	_

PROPOSER'S CERTIFICATION

Type of identification	produced	(NOTARY'S SEAL)

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)

STATE OF III irois) SS		
COUNTY OF Will)		
On this 28th personally appeared Robert Liberman who executed the foregoing instrument Limited Liability	t as CEO	, 2023 , before me, the undersigned authority to me known to be the individual described in and of RedSpeed Florida ly and duly acknowledged the execution of sucl	d a
powers conferred upon said officer by	the company's Board of Dire ral matters in end foregoing to	the act and deed of said corporation, pursuant to the ectors or other appropriate authority of said company purument, certified the same to be true in all respects the said company artificity.	٠,
Gregory Johns Jr	(Print, Type, or Stamp (Commissioned Name of Notary Public)	
Personally, known X or product	identification		
Type of identification produced	(NOTARY'S SEAL)	



FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HERE	BY CERTIFY that
1.	I (printed name) Robert Liberman am the (title) CEO and the duly authorized representative of the firm of (Firm Name)
	RedSpeed Florida, LLC and the duly authorized representative of the firm of (Firm Name) whose address is
	6245 Clark Center Ave Suite J
	Sarasota, FL 34238 , and that I possess the
	legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2.	Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,
3.	This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.
EXCEP'	TIONS (List)
Firm Na	me: RedSpeed Florida, LLC
Printed 1	Name: Robert Liberman
Timea	
Signatur	re: Robe thiber may Title: CEO
Date: 1	December 28, 2023
Date	Seceniber 26, 2023
CEL A EEE	OF Illinois
	OF Illinois OF Will
COUNT	
RedSpee behalf o	The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online tion, this 28th (date) by Robert Liberman (name of officer or agent, title of officer or agent), of a Florida (name of corporation acknowledging), a Florida (state or place of interporation) corporation, on the corporation. He/she is personally known to me or who has produced (type of vation) as identification.
My Con	OFFICIAL SEAL GREGORY JOHNS JR Notary Public, State of Illinois Commission No. 904337 My Commission Expires November 13, 2027

FORMS

FIRM PROFILE

Firm (or joint venture) Name & Address RedSpeed Florida, LLC	1e. Licensed to do business in the State of Florida _X Yes No
Corporate Address: 450 Eisenhower Lane North Lombard, Il 60148 South Florida Office 8333 N.W. 53rd Street, Suite 450 Doral, FL 33166 Florida Headquarters 6245 Clark Center Ave, Suite 3 Sarasota, FL 34328 Florida Technical Center 20725 A37 NE 16th Ave Miami, FL 33179	1f. Name, Title & Telephone Number of Principal to Contact Robert Liberman 630.329.9856 robert.liberman@redspeed.com
1a. Firm isX_ National Regional Local FEIN # _80-0218940	lg. Address of office to perform work, if different from Item
1 b. Firm is a County Certified Small BusinessxNo 1 c. Firm is a County Certified Disadvantage Business EnterpriseYesxNo 1d. Firm is a Certified Minority BusinessYes xNo	
2. Please list the number of people by discipline that your firm/joint Please see Personnel Tab for detailed disciplines and assignmen	
3. If submittal is by joint venture list participating firms and outling technical, and financial) for each firm:	ne specific areas of responsibility (including administrative,
N/A	
3a. Has this joint venture previously worked together? Yes	_ No

FORMS

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge	Robert Liberman	
Project Manager	Greg Parks	
List other Key Members:	Please see Personnel Tab Incorporated by Reference	

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any con	tractual agre	ements bet	ween the	e respondent (prime	consultant)	and any	of the prop	osed
sub-consultants?		No						

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

RedSpeed Florida Technical Center 20725 A37 NE 16th Ave Miami, FL 33179

2. Indicate percentage of total <u>overall</u> project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

65 %

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

450 Eisenhower Lane North Lombard IL 60148

4. Indicate percentage of total <u>overall</u> fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

____35__%

5. Indicate percentage of total <u>overall</u> fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

0 %

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1.	This sworn statement is submitted with Bid, Proposal or Contract for <u>Automated Speed Enforcement</u>
2.	This sworn statement is submitted by <u>RedSpeed Florida</u> , <u>LLC</u> (entity submitting sworn statement), whose business address is <u>450 Eisenhower Lane North</u> and its Federal Employer Identification Number (FEIN) is <u>80-0218940</u> . (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:
3.	My name is Robert Liberman (please print name of individual signing), and my relationship to the entity named above is Manager
4.	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 with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, 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.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or 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 nolo contendere.
6. a) b)	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or 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 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 thirty-six (36) months shall be considered an affiliate.
7.	I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person of entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts 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.
8.	Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
	X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

PUBLIC ENTITY CRIMES

The entity submitting this sworn statement, partners, shareholders, employees, members, or agents w of the entity has been charged with and convicted of a pu indicate which additional statement applies.)	
There has been a proceeding concerning the condition of Administrative Hearings. The final order en affiliate on the convicted vendor list. (Please attach a condition of the convicted vendor list)	
The person or affiliate was placed on the conviction before a hearing officer of the State of Florida, Division the hearing officer determined that it was in the public intervendor list. (Please attach a copy of the final order.)	cted vendor list. There has been a subsequent proceeding of Administrative Hearings. The final order entered by erest to remove the person or affiliate from the convicted
The person or affiliate has not been placed or taken by or pending with the Department of General Services	n the convicted vendor list. (Please describe any action vices.)
I UNDERSTAND THAT THE SUBMISSION OF THIS FOR PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE). THAT THIS FORM IS VALID THOROUGH DECEMBER FILED. I ALSO UNDERSTAND THAT I AM REQUIRE ENTERING INTO A CONTRACT IN EXCESS OF THE 287.017, FLORIDA STATUTES FOR CATEGORY TWO CONTAINED IN THIS FORM.	ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND R 31 OF THE CALENDAR YEAR IN WHICH IT IS TO INFORM THE PUBLIC ENTITY PRIOR TO THRESHOLD AMOUNT PROVIDED IN SECTION
	Robe Wiberman
	(Signature)
	1/8/2024
	(Date)
STATE OF Illinois	
COUNTY OF Will	
The foregoing instrument was acknowledged before me this	8th Day of January, 2024, by , who is personally known to me or who has produced
	dentification.
NOTARY SEAL	NOTARY PUBLIC: SIGN:
OFFICIAL SEAL GREGORY JOHNS JR Notary Public, State of Illinois Commission No. 904337 My Commission Expires November 13, 2027	PRINT: Gregory Johns Jr Notary Public, State at large My Commission Expires: 11/13/2027

STATEMENT UNDER SECTION 287.087 FLORIDA STATUES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. 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 action that will be taken against employees for violations of such prohibition.
- 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 employees 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 such 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 an employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to signithis statement, I certify the Signature	that this company complies with the above requirement Robert Liberman Printed Name			
RedSpeed Florida, LLC Bidder Name	12/28/2023 Date			

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
Witnesses: Michael McAllister Typed name:	By: Robert Liberman
Greg Parks	Title: CEO
Typed name:	
STATE OF Illinois COUNTY OF Will	
or □ online notarization, the Robert Liberman	edged before me by means of \square physical presence his 28th (date) by who is personally known to me or
who has produced Drivers License	as identification.
My commission expires: 11/13/2027	NOTARY PUBLIC

Revised July 2023 Page 64 of 210

GREGORY JOHNS JR Notary Public, State of Illinois Commission No. 904337

My Commission Expires November 13, 2027

EXHIBIT "E" (Insurance Requirements)

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "Additional Insured" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured-Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "Your Work" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than \$1,000,000 Each Occurrence, and \$2,000,000 Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds \$25,000, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of 1,000,000.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

<u>Schedule</u>	Limits

Commercial General Liability Blanket Contractual Liability Independent Contractors Products & Completed Operations Blanket Contractual Liability	\$1,000,000 Each Occurrence \$2,000,000 Each Occurrence Premises-Operations Personal /Advertising Injury Independent Contractors
Automobile Liability Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X, C, U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

Insurance Summary:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "Additional Insured" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUINC INSURED, AUTHORITY OR PRODUCES AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(se) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and co of the policy, certain policies may require an endorsement. A statement on this certificate does not conforr rights to the certificate holder in lieu of such endorse of the policy. **RECORD STATE OF THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE AND CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE HAVE BE ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TENNE, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TENNE, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TENNE, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TENNE, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TENNE, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TENNE, EXCLUSIONS AND CONDITIONS OF SUCH P		MPLE IIS CERTIFICATE IS ISSUED AS A MATTI	ER OF	INFO	RMATION ONLY AND CONFE	RS NO RIGHTS UI	PON THE CER	TIFICATE HOLDER. THIS (12	E (MM/DD/YYYY) 2/12/2018 TE DOES NOT
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policytics) must be endorsed. If SUBROGATION IS WAINED, subject to the terms and co of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement. A statement on this certificate does not confer rights. A gent Name Agent CONTACT INFORMATION	AF	FIRMATIVELY OR NEGATIVELY AMEND	, EXT	END C	OR ALTER THE COVERAGE	AFFORDED BY TH	IE POLICIES E	BELOW. THIS CERTIFICAT	E OF INSU	RANCE DOES
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AGC, No, ENJ:	PRODU	JCER				Agent Na	ime			
AND						(A/C, No, Ext):):	
NOUNBER: ANY-BUSINESS ANJ-BUSINESS 1101 Easy St MIAMI, FL 33131 **SURER 0: **NOURER 0: **NOUNBER:************************************	Wilaiii	ii, FL 33100								
Any-Business 1101 Easy St MIAMI, FL 33131 **SURER 0: **MSURER 0:						INCLIDED A .	Agent CONTA	ACT INFORMATION		NAIC#
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CERTIFICATE HOLDER

City OF Plantation

400 NW 73rd AVENUE

PLANTATION, FL 33317

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE

JSANDERS2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

	riis certificate does not confer rights	to tn	e cen	lificate holder in lieu of si).		
11	DDUCER				CONTACT NAME:			
Alliant Insurance Services, Inc. 353 N Clark St 11th Fl				PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No):				
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City of Plantation 400 NW 73rd Avenue Plantation, FL 33317					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	Plantation, FL 33317				AUTHORIZED REPRESEN	ITATIVE		

Statement on Insurance Compliance

In compliance with the requirements set forth in the RFP, RedSpeed Florida LLC confirms its commitment to maintaining the highest standards of insurance coverage throughout the duration of the Agreement. We understand the importance of robust insurance policies in safeguarding both our operations and our partnership with the City of Plantation. Our firm consistently exceeds the minimum insurance coverages specified, ensuring comprehensive protection against any claims related to our acts or omissions.

We will ensure that the "City of Plantation" is appropriately listed as an additional insured on all policies as required. In accordance with the RFP stipulations, RedSpeed Florida LLC will provide the City with copies of all Certificates of Insurance, or other sufficient documentation, demonstrating the required coverage at least fifteen (15) days prior to the commencement of services. Furthermore, if requested, we are prepared to furnish complete, certified copies of all insurance policies and endorsements any time upon request.

Our insurance policies are issued by insurers that not only meet but often exceed the A. M. Best rating of "A-" with a Financial Size Category of at least Class VII, and are fully authorized to transact insurance in the State of Florida. This aligns with the RFP's expectations and the City's Risk Management Department's standards. We assure the City that there will be no lapse in coverage at any time during the period in which coverage is mandated by the Agreement. RedSpeed Florida LLC is dedicated to upholding these standards, providing primary coverage without requiring contribution from any City insurance, thus ensuring a seamless and secure partnership.

EXHIBIT "F" (General Terms and Provisions)

1. <u>PROPOSALS</u>

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically <u>ONLY</u> via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Proposals not received electronically via Demand Star will be rejected.

2. <u>EXCEPTIONS TO PROPOSAL</u>

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.

- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.
- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. <u>AWARD OF CONTRACT</u>

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.
 - 2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
 - 4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
 - 5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
 - 6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
 - 7. The quality, availability and adaptability of the goods or services to the particular use required.
 - 8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

- 9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
- 10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. <u>COLLUSION CLAUSE</u>

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. <u>ASSIGNMENT OF CONTRACTUAL RIGHTS</u>

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. <u>DEFAULT OF CONTRACT</u>

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. <u>DAMAGE</u>

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. <u>CONVICTED VENDOR LIST</u>

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

- A. 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 and 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.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. <u>OTHER AGENCIES</u>

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. <u>DUE DILIGENCE</u>

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director 400 NW 73rd Avenue Plantation, FL 33317 *and/or via email*: espencer@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

- A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.
 - 1. Prices must be valid and remain the same for the initial term.
- B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. <u>BEST & FINAL OFFERS</u>

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. <u>GOVERNING LAW AND VENUE</u>

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

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, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company 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.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

CITY CLERK 400 NW 73 AVENUE PLANTATION, FL 33317 (954) 797-2237

ABEGGEROW@PLANTATION.ORG

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- O Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- o Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. <u>RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY</u>

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. <u>PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS</u>

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Pr	ovision Document is hareby signed as of the date indicated.
Witness	(Authorized Signature in Ink or Electronic)
	Robert Liberman
Witness	(Printed Name of Above Signer)
Corporate Seal (Where appropriate)	CEO
	(Printed Title of Above Signer)
	12/28/2023
	(Date Signed)
STATE OF Illinois	OFFICIAL SEAL GREGORY JOHNS JR Notary Public, State of Illinois Commission No. 904337
COUNTY OF Will	My Commission Expires November 13, 2027
notarization, this 28th day of December	lged before me, by means of □ physical presence or ☑ online r , 2023 , by Robert Liberman , as
who is personally known to me of who as	s produced Drivers License as identification.
Notary Public Signature:	State of Florida at Large (Seal)
Print Name: Gregory Johns Jr	My commission expires: 11/13/2027

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

EXHIBIT "G"

(Federal Bureau of Investigation Criminal Justice Information Services Security Addendum)

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

- 1.00 Definitions
- 1.01 Contracting Government Agency (CGA) the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.02 Contractor a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.
- 2.00 Responsibilities of the Contracting Government Agency.
- 2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).
- 3.00 Responsibilities of the Contractor.
- 3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
- 4.00 Security Violations.

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- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
 - a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.00 Audit
- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

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FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee	Date
Printed Name/Signature of Contractor Representative	Date
Organization and Title of Contractor Representative	

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Evaluation Tabulation Sheet

Selection Committee

Chad Fowler, Police (1- Chair) Nancy Paul, Administration (2) Laura Karpaviciute, Administration (3)

Date: March 12, 2024 and April 16th 2024 Print Name: Charles Spencer

Signaturezard C. Spencer, Jr.

RFSP No.: 005-24

Title: Speed Detection Camera System for School Zones

SELECTION	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
COMMITTEE				
Committee Member No. 1	98.2	45	54.6	76.6
Committee Member No. 2	73.2	60-55	79.6	78.6- 68.6
Committee Member No. 3	84.2	39	61.6	56.6
TOTAL SCORE	255.6	144-139	195.8	211.8 201.8

SELECTION	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local	Verra Mobility
COMMITTEE			Solutions, Inc	
Committee Member No. 1	63.4	92.8	96.2	63.2
Committee Member No. 2	81.4	53.8	89.2	88.2
Committee Member No. 3	81.4	80.8	76.2	74.2
TOTAL SCORE	226.2	227.4	261.6	225.6

Presentation/Interview Scores with Shortlisted Firm(s) (if Conducted)

SELECTION COMMITTEE	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local	Verra Mobility
				Solutions, Inc	
Committee Member No. 1	<mark>20</mark>	15	15	13	12
Committee Member No. 2	18	10	10	15	10
Committee Member No. 3	<mark>19</mark>	17	17	17	16

Total Cumulative Score	<mark>312.6</mark>	268.2	269.4	306.6	263.6

Firm's Position Number After Points Were Tallied

Proposers	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Designation Number	1	4	3	2	5
			Page 9	0 of 210	

Note: Tie Breaking Procedures: A tie shall exist whenever two or more Proposers receive the same final score. Tie breaking procedures shall only be applied when a tie exists between the highest ranking or scoring Proposers. The tie breaking procedure shall only be applied in the final step of the selection process. If presentations or interviews are not conducted, tie breaking procedures will be applied at the conclusion of the evaluation and scoring of the written proposals. If presentations or interviews are conducted, tie breaking procedures will be applied at the conclusion of the presentations or interviews and ranking of the proposers. 1. Whenever two or more proposals are determined to be equal with respect to price, quality, and service, the proposal from the business that certifies that it has implemented a drug-free workplace program pursuant to Section 287.087; Florida Statutes shall be given preference in the award process. 2. If the tied Firm have all implemented a drug-free workplace program, and a tie continues to exist, the award shall be made based on random selection by the Procurement Official before at least one witness.

Information relating to the March 12, 2024 Public Selection Committee Meeting.

- The Committee held public discussions, scored and ranked proposals received.
- The Committee Short-Listed to the top five (5) (highest scored) Firms (see highlighted Firms), and has elected to conduct oral presentations/interviews with the selected Firms.
- Pursuant to the process outlined in the solicitation (RFSP No. 005-24). The City will conduct oral presentations/interviews with the top five (5) (highest scored) Firms. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.
- The Procurement Department will reach out to the shortlisted Firms, and provide them with a date and time of the presentation/interview.
- During the validation of the Selection Committee scores sheets, Procurement noticed a mathematical error which has been adjusted accordingly. This change/error did not change any Firms potions/ranking.

Information relating to the April 16, 2024 Public Selection Committee Meeting.

• <u>Public Meeting Notes</u>: On April 16, 2024, the Selection Committee held a public meeting where they discussed, scored and ranked the five (5) shortlisted Firms, based on the Firms oral presentations and interviews. The final outcome of this meeting/process can be found above. In accordance with the solicitation process, City Code, City policies and/or procedures, the City will proceed with agreement negotiations with most advantageous Firm (Firm with the highest cumulative score).

Aazam Piprawala

From: Greg Parks < Greg.Parks@redspeed.com>

Sent: Tuesday, July 1, 2025 8:15 PM

To: Aazam Piprawala

Subject: [EXTERNAL] FW: Customer list

Thanks

- Alachua 1
- Aventura 2
- Bay Harbor Islands 3
- Boca Raton 4
- Bradenton 5
- Cape Coral 6
- Charlotte County 7
- Coconut Creek 8
- Deerfield Beach 9
- Delray Beach 10
- Doral 11
- Dunnellon 12
- Fort Walton Beach 13
- Gainesville 14
- High Springs 15
- Hillsborough County 16
- Homestead 17
- Key Biscayne 18
- Lauderhill 19
- Lawtey 20
- Loxahatchee Groves 21
- Mary Esther 22
- Miami Gardens 23
- Miami Springs 24
- Miami-Dade County 25
- North Miami Beach 26
- Palm Bay 27
- Perry 28
- Pinecrest 29
- Plantatioin 30
- Sarasota 31
- South Miami 32
- Tallahassee 33
- West Miami 34
- Winter Garden 35

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement:

Title

DISCUSSION REGARDING THE PROCESS FOR REQUESTS FOR DONATIONS FROM THE CITY

Summary

This is a discussion regarding the process for requests for donations from the City.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Sharon Haynes, Financial Services Director, CPA, CPFO/Venice Howard,

Acting CM

Meeting Date: 12/8/2025

ATTACHMENTS:

Description Type

□Ordinance 07-28Backup Material□Donation Request ApplicationBackup Material

ORDINANCE No. 07-28

AN ORDINANCE CREATING SECTION 82-195 OF CHAPTER 82 OF THE CODE OF ORDINANCES; PROVIDING FOR REQUIREMENTS CONCERNING THE SOLICITATION OF CITY FUNDS BY PRIVATE ORGANIZATIONS; REQUIRING A DISCLOSURE OF MEMBERS; REQUIRING A CERTIFIED FINANCIAL STATEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is essential to maintain the financial integrity of the City and to assure that public funds are expended only for public purposes, and

WHEREAS, the City receives, from time to time, requests for funding to support various organizations which provide volunteer and other services to the City, and

WHEREAS, it is deemed appropriate to provide for monitoring of the expenditure of public funds, over time,

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

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

SECTION 2. CREATION: Section 82-195 of Chapter 82 of the Code of Ordinances is hereby created to read as follows:

Sec. 82-195 Contributions to Private Organizations; Limitations and Requirements. All contributions made by the City to private organizations shall be made only to affect a public purpose, with substantial benefit to the City. As a prerequisite to the contribution of such funds, a requesting organization shall file an application therefor, on such forms as shall be provided by the City Clerk, stating the organization's name and address, telephone number, facsimile number and e-mail address, the names and

addresses of the board of directors or the principal controlling officers, in the event the organization is not incorporated, the amount of the requested contribution and a justification statement reflecting that the funds are to be utilized to further a public purpose which will have substantial and direct benefit to the City. Such organization shall file with the City, in addition to such application, a certified financial statement which shall not be dated more than one year prior to the request for contribution.

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

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

SECTION 5. INCLUSION IN CODE: It is the intention of the City Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lauderdale Lakes and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

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

PASSED ON FIRST READING IN FULL ON THE 9TH DAY OF OCTOBER, 2007.

PASSED ON SECOND READING BY TITLE ONLY THE $23^{\rm RD}$ DAY OF OCTOBER, 2007.

ADOPTED AND PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD ON THE $23^{\rm RD}$ DAY OF OCTOBER, 2007.

ATTEST:

HAZELINE F. CARSON, CITY CLERK

SEAL OF COUNTY OF LAUDERDALE A LAKES A LAKES



DONATION REQUEST APPLICATION

Organizations or individuals seeking funding from the City of Lauderdale Lakes must complete a Donation Request Application. All contributions made by the city to private organizations shall be made only to affect a public purpose, with substantial benefit to the city. As a prerequisite to the contribution of such funds, a requesting organization shall file an application therefor, on such forms as shall be provided by the city clerk, stating the organization's name and address, telephone number, facsimile number and e-mail address, the names and addresses of the board of directors or the principal controlling officers, in the event the organization is not incorporated, the amount of the requested contribution and a justification statement reflecting that the funds are to be utilized to further a public purpose which will have substantial and direct benefit to the city. Such organization shall file with the city, in addition to such application, a certified financial statement which shall not be dated more than one year prior to the request for contribution. (Ord. No. 07-28, § 2, 10-23-2007)

Name of Organization:		
Address of Organization:		
Phone number:	Fax number:	

Email ad	ldress:					
Is the or	ganization a re	egistered 501	(c) 3 organi	zation?		
Yes	No					
	rganization re (FDACS)	gistered with	n the Florid	la Departme	nt of Agricul	ture and consum
Yes	No					
	nd Address of l went the organ				ontrolling Of	ficers

Amount of requested contribution:
Justification statement reflecting that the funds are to be utilized to further a public purpos which will have substantial and direct benefit to the city. Use additional paper, if necessary.
Please be sure to fill out of all of the fields and attach a certified financial statement which shall not be dated more than one year prior to the request for contribution. The application is considered incomplete without this statement.
Signature of Applicant on behalf of the Organization
Printed Name of Applicant on behalf of the Organization
Date

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement:

Title

DISCUSSION REGARDING HOOPIN ON PURPOSE (SPONSORED BY COMMISSIONER HARRISON)

Summary

This is a discussion regarding Hoopin On Purpose.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Easton Harrison, Mayor and Commission

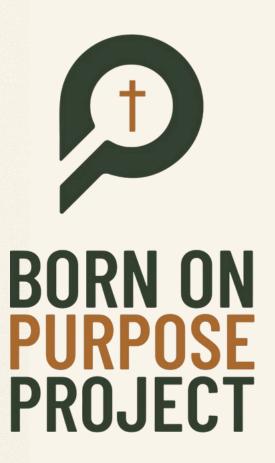
Meeting Date: 12/8/2025

ATTACHMENTS:

Description Type

☐ Hoopin on Purpose Backup Material





An open panel discussion about Basketball, Music & Mental Health

JAN 11

6PM-8PM





ABOUT THE EVENT

Hoopin' On Purpose is an open panel discussion designed to bridge basketball, music, and mental health into one powerful community conversation. This event brings together athletes, coaches, musicians, creators, and mental health professionals to explore how sports and culture can be used as tools for healing, emotional expression, and personal growth.



MISSION

Empower the youth to express themselves, heal, and grow through the shared languages of basketball, music, and mental health.



THE PROBLEM

36–44% of youth ages 11-18 in Broward county are reporting sadness or depression frequently. 36.5% of students reported in the past year that they "felt sad or hopeless for two or more weeks in a row and stopped doing usual activities."



THE SOLUTION

Basketball and music are two universal "languages" for young people. When mental health information is paired with things they already love, it lowers defenses and makes youth more open to listening, engaging, and asking questions.



CALLTO ACTION



RSVP FOR THE EVENT



Bornonpurposeproject.org



WHAT WE DO

- PROJECT. Open Dialogue & Panels with athletes, musicians, coaches, and mental health professionals
 - · Basketball Skill-Building for confidence, focus, and stress management
 - Music Expression/Podcast Workshops promoting emotional awareness
 - Mental Health Education and practical coping tools

WHY IT MATTERS

Youth today face rising levels of stress, anxiety, and emotional challenges. Many lack relatable mental health resources or trusted adults to turn to. Hoop Tîrough It offers culturally relevant education, positive role models, and emotional tools that youth can use in their daily lives.

INITIATIVE GOALS

- · Improve emotional intelligence
- · Reduce mental health stigma
- Increase access to supportive adults & resources
 - Strengthen community bonds
- · Equip youth with lifelong resilience & coping skills

HOW YOUR SUPPORT HELPS

Getting the city behind the Hoopin' On Purpose initiative can transform it from a good initiative into a high-impact, sustainable community program and solution. It will increase credibility and legitimacy, open doors to funding and grants, get more access to facilities and resources, stregnthen community trust, create sustainability beyond one event, connect us with data and impact measurement, and most importantly expand reach to more youth ultimately reducing anxiety, depression and violence.



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

DISCUSSION REGARDING FY 2026 MAYOR AND COMMISSIONER INITIATIVES

Summary

This is a discussion regarding FY 2026 Mayor and Commissioner initiatives.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Mayor and City Commission

Meeting Date: 12/8/2025

ATTACHMENTS:

Description Type

FY 2026 Mayor and Commission Special InitiativesBackup MaterialMaster Calendar of EventsBackup Material

FY 2026

List Of Mayor and Commission Special Initiatives

Total Amount \$6,000.00 for the Mayor and each Commissioner

* - New Initiative

Mayor Veronica Edwards Phillips

- Mayor's Breast Cancer Walk/Run
- Painting with a Purpose (Paint and Glow)
- Moments with the Mayor
- Mayor's Community Engagement Walk (The Mayor and the Cop)

Total of Events = 4

Vice Mayor Sharon Thomas

- Conversations with your Commissioners
- Lauderdale Lakes Clean Up
- Earth Day Recycling Poster Contest
- Food Giveaway (Food Drive)

Total Amount = \$6,000.00

Total of Events = 4

Total Amount = \$6,000.00

Commissioner Tycie Causwell:

- Women Celebrating Women
- Food Giveaway (Food Drive)

Total Amount = \$6,000.00

Total of Events = 2

Commissioner Easton Harrison

- Commissioner's Chess Challenge
- Diaper Distribution
- Bizz with a Twist
- Swim with the Commissioner
- *Ramadan* (being approved as a resolution on 12/9/2025)
- *Homebuyer and Seller Seminar*
- *Hoopin On Purpose*

Total Amount = \$6,000.00

Total of Events = 7

Commissioner Karlene Maxwell-Williams

- Breast Cancer Awareness Health Fair
- Breast Cancer Awareness Dinner
- National Day of Racial Healing
- Lakes Literacy Day
- Young At Heart
- Perimenopause/Menopausal Seminar
- Florida Licensing on Wheels (FLOW)
- *Youth Talent Show*
- *Gospel Musical*
- *Women Of Veteran Affairs (WOVA) Christmas Toy Giveaway*
- *National Church Safety and Clergy Appreciation*
- *Youth Safety & Wellness*

Total Amount = \$6,000.00

Total of Events = 12

	Funding Source & Host	Date	Time	Location
OCTOBER OMMISSIONER'S CHESS CHALLENGE	мсо	Thursday, October 2, 2025	6 PM - 9 PM	Singh's Roti
MAYOR'S BREAST CANCER WALK & RUN A THON	MCO/CCO	Saturday, October 4, 2025	9AM-12PM	VINCENT TORRES MEMORIAL PARK
IAPER DISTRIBUTION EVENT ORIDA CITY GOVERNMENT WEEK	ALL CITY DEPARTMENTS	Saturday, October 11, 2025 October 20-26, 2025	11 AM - 1 PM 9AM-5PM	Willie Webb, Sr. Park TBD
MOMENTS WITH THE MAYOR	MCO MCO		6:30PM	PIO STUDIO
REAST CANCER AWARENESS HEALTH FAIR	мсо	Friday, October 24, 2025	10am - 2pm	MULTIPURPOSE AUD.
REAST CANCER AWARENESS PINK OUT DINNER -	MCO		7:00PM - 11PM	MULTIPURPOSE AUD.
ALLOWEEN SPOOKTACULAR/PUMPKIN PATCH/TRUNK or TREAT	PHS	Friday, October 31, 2025	6PM-9PM	VINCENT TORRES MEMORIAL PARK
IOVEMBER OMMISSIONER'S CHESS CHALLENGE	мсо	Thursday, November 6, 2025	6PM - 9 PM	ECC AUDITORIUM
IRST FRIDAYS W/ACM	смо	Friday November 7, 2025	11AM to 2PM	Multi-Purpose Auditorium
ETERANS DAY REMEMBRANCE BRUNCH IWANIS CLUB ADOPTION OF TRAILHEAD PARK CEREMONY	PHS/VET MCO		10AM-2PM 4PM - 5 PM	ECC AUDITORIUM Trailhead Park
HANKSGIVING DRIVE THRU DISTRIBUTION	PHS/ MCO		9AM-12PM	VINCENT TORRES MEMORIAL PARK
OLIDAY LIGHTING CEREMONY	PHS	Friday November 21, 2025	6:00 PM	SAMUEL BROWN MONUMENT
IAYOR'S COMMUNITY ENGAGEMENT WALK	MCO	Saturday, November 22, 2025	11AM - 1PM	ORIOLE ESTATES I
ECEMBER ANCELED-COMMISSIONER'S CHESS CHALLENGE	мсо	Thursday, December 4, 2025	6 PM - 9 PM	Resource Room/Multiple Locations
ONVERSATIONS WITH YOUR COMMISSIONERS (CANCELLED)	мсо	Thursday, December 4, 2025	6PM - 8PM	MULTIPURPOSE AUDITORIUM
AUDERDALE LAKES CLEAN UP CAMPAIGN	MCO MCO		8AM - 12PM 9AM -12PM	Eastgate/Meet up: MULTIPURPOSE AUDITORIUM REDEEMER LUTHERAN CHURCH
OLIDAY FOOD GIVEAWAY DUNG AT HEART	MCO MCO		TBD	TBD
NGEL TREE	PHS/CONTRIBUTIONS	Sunday, December 14, 2025	11:00 AM	MULTIPURPOSE AUDITORIUM
OWN HALL: PROPERTY TAXES	CMO		6:00 PM	MULTIPURPOSE AUDITORIUM
/OMEN OF VETERAN AFFAIRS CHRISTMAS TOY GIVEAWAY (TENTATIVE)	мсо	Saturday, December 20, 2025		
ANUARY OMMISSIONER'S CHESS CHALLENGE (CLASHES WITH RENAMING OF MUL	ri-PU MCO	Thursday, January 8, 2026	6 PM - 9 PM	Island Palace
OMMISSIONER'S CHESS CHALLENGE (CLASHES WITH RENAMING OF MOLI IAPER DISTRIBUTION EVENT	MCO MCO		11 AM - 1 PM	Willie Webb, Sr. Park
/E CAN DAY OF SERVICE MLK EVENT	PHS	Friday, January 16, 2026	9AM - 1 PM	VINCENT TORRES MEMORIAL PARK
TERACY DAY EVENT DUNG AT HEART	MCO MCO		1:30 PM TBD	ECC AUDITORIUM TBD
OUNG AT HEART ATIONAL DAY OF RACIAL HEALING	MCO		7:00 PM	CITY HALL COMMISSION CHAMBERS
MAYOR'S COMMUNITY ENGAGEMENT WALK	мсо	Saturday, January 24, 2026	11AM - 1PM	Oriole Estates II
MOMENTS WITH THE MAYOR (DATE TENTATIVE)	MCO/PIO	Wednesday, January 28, 2026	6:30PM	PIO STUDIO / ZOOM
EBRUARY				
OMMISSIONER'S CHESS CHALLENGE	MCO	Thursday, February 5, 2026		TBA
BLACK EXCELLENCE PARADE & FESTIVAL GARAGE SALE (TENTATIVE)	ALL CITY DEPARTMENTS MCO		9:00 AM TBD	BOYD ANDERSON HIGH SCHOOL TO VINCENT TORRES VINCENT TORRES MEMORIAL PARK
MARCH	мсо	Thursday March 5 0000	0 DM 0 DM	TDA
COMMISSIONER'S CHESS CHALLENGE RAMADAN	MCO	Thursday, March 5, 2026	TBA	TBA MULTI-PURPOSE AUDITORIUM
OUNG AT HEART	мсо	TBD	TBD	TBD
VOMEN CELEBRATING WOMEN	WCW Committee/ALZ/PHS	Sunday, March 1, 2026	3:00 PM	MULTIPURPOSE AUD.
ONVERSATIONS WITH YOUR COMMISSIONERS AUDERDALE LAKES CLEAN UP CAMPAIGN	мсо		6:00 PM 8:00 AM	MULTIPURPOSE AUDITORIUM MULTIPURPOSE AUDITORIUM
i.a.m.e changers summer program registration	PHS		ONLINE	WWW.GAMECHANGERLIFE.ORG
PRING EGGSTRAVAGANZA	PHS	Saturday, March 28, 2026	11AM-2PM	WILLIE WEBB SR PARK
MAYOR'S COMMUNITY ENGAGEMENT WALK	МСО	Saturday, March 21, 2026 (TENTATIVE)	11AM - 1PM	
PRIL	<u></u>			
OMMISSIONER'S CHESS CHALLENGE	мсо	Thursday, April 2, 2026		тва
UMMER CAMP REGISTRATION UMMER CAMP MASS REGISTRATION	PHS PHS		9:00 AM	VINCENT TORRES PARK VINCENT TORRES PARK
AINTING WITH A PURPOSE (PAINT & GLOW)	MCO		TBD	ECC AUDITORIUM
PRING FOOD GIVEAWAY	мсо	Friday, April 10, 2026	9:00 AM	REDEEMER LUTHERAN CHURCH
MOMENTS WITH THE MAYOR ITERACY DAY EVENT	MCO/PIO MCO/PIO		6:30 PM 1:30 PM	STUDIO/ZOOM ECC AUDITORIUM
	IVICO/ I IO			TBD
ARTH DAY RECYCLING POSTER CONTEST CEREMONY	MCO/PIO	Wednesday, April 22 2026	TBD	100
	MCO/PIO MCO		TBD	TBD
OUNG AT HEART				
OUNG AT HEART MAY OMMISSIONER'S CHESS CHALLENGE	мсо	TBD Thursday, May 7, 2026	TBD 6 PM - 9 PM	TBD TBA
OUNG AT HEART MAY OMMISSIONER'S CHESS CHALLENGE HAYOR AND COMMISSION FOR A DAY	MCO KIWANIS/PHS	Thursday, May 7, 2026	TBD 6 PM - 9 PM TBD	TBA TBD
OUNG AT HEART //AY OMMISSIONER'S CHESS CHALLENGE //AYOR AND COMMISSION FOR A DAY UMMER CAMP ORIENTATION	мсо	TBD Thursday, May 7, 2026 TBD TBD	TBD 6 PM - 9 PM	TBD TBA
OUNG AT HEART MAY OMMISSIONER'S CHESS CHALLENGE MAYOR AND COMMISSION FOR A DAY UMMER CAMP ORIENTATION ELAY FOR LIFE- MAIN EVENT IAITIAN FLAG DAY/BOYD ANDERSON	MCO KIWANIS/PHS PHS MCO/PHS MCO/PHO	TBD Thursday, May 7, 2026 TBD TBD TBD TBD	TBD 6 PM - 9 PM TBD 6:00 PM TBD TBD	TBA TBO WILLIE WEBB SR PARK TBD BOYD ANDERSON HIGH SCHOOL
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мсо			
	TBD		
мсо		TBD	TBD
	Saturday, August 1, 2026	TBD	MULTI-PURPOSE AUDITORIUM
BSO/PHS	Tuesday, August 4, 2026	6:00 PM	VINCENT TORRES PARK
PHS	TBD	TBD	VINCENT TORRES PARK
мсо	Thursday, September 3,	2026 6 PM - 9 PM	TBA
мсо	TBD	TBD	TBD
мсо	Thursday, September 3, 2026	6:00 PM	MULTIPURPOSE AUD.
MCO	Saturday, September 5, 2026	8:00 AM	MULTIPURPOSE AUD.
мсо	Saturday, September 5, 2026	TBD	VINCENT TORRES PARK
BSO/PHS	Friday, September 11, 2026	6:00 PM	MULTIPURPOSE AUD.
ALL CITY DEPARTMENTS	TBD	TBD	VINCENT TORRES PARK
мсо	TBD	11AM - 1PM	TBD
+			
	MCO MCO MCO MCO BSO/PHS ALL CITY DEPARTMENTS	MCO TBD MCO Thursday, September 3, 2026 MCO Saturday, September 5, 2026 MCO Saturday, September 5, 2026 BSO/PHS Friday, September 11, 2026 ALL CITY DEPARTMENTS TBD	MCO TBD TBD MCO Thursday, September 3, 2026 6:00 PM MCO Saturday, September 5, 2026 8:00 AM MCO Saturday, September 5, 2026 TBD BSO/PHS Friday, September 11, 2026 6:00 PM ALL CITY DEPARTMENTS TBD TBD

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

DISCUSSION REGARDING THE PROFESSIONAL SERVICES AGREEMENT FOR FEDERAL LOBBYING SERVICES WITH MAURICE J. KURLAND OF ALCALDE & FAY, LTD, PROVIDING FOR A THREE (3) YEAR TERM WITH TWO (2) ADDITIONAL ONE-YEAR RENEWAL OPTIONS AT AN AMOUNT OF \$5,000 PER MONTH, TOTALING \$60,000 ANNUALLY

Summary

This is a discussion regarding a professional services agreement for Federal lobbying services with Maurice J. Kurland of Alcalde & Fay, Ltd., providing for a three (3) year term with two (2) additional one-year renewal options at an amount of \$5,000 per month, totaling \$60,000 annually.

Staff Recommendation

Background:

All municipal and county governments, including the City of Lauderdale Lakes ("City"), are impacted by the policy decisions enacted by the United States Congress and the President of the United States. The City Commission of Lauderdale Lakes has developed a variety of legislative priorities, that are essential to protecting and promoting the interests of the City's residents, businesses, and visitors, which require advocacy on behalf of the City.

The City Commission has determined that it is in the best interest of the City to retain professional lobbying services for the purpose of advocating, promoting, and achieving the City's Legislative Priorities before the federal government.

The City has previously retained the Maurice J. Kurland of Alcalde & Fay, Ltd to serve as the City's Federal Lobbyist and the City Commission desires to continue such services through approval of the Professional Services Agreement with a term limit.

The Agreement provides for a three (3) year term with two (2) additional one-year renewal options upon mutual agreement of the parties at \$5,000 per month, totaling \$60,000 annually.

The City Commission finds that approval of the Lobbyist Agreement is in the best interest of the City and will further enhance the City's ability to pursue and support its Legislative Priorities pursuant to section 82-358 (a) (1) Exclusions and exceptions to the bid and proposal requirements (lobbying services).

Funding Source:

General Fund (0010700-3410) and the Stormwater Management Fund (4011302-3410)

Fiscal Impact:

\$5,000 per month, totaling \$60,000 annually

Sponsor Name/Department: Venice Howard, Acting City Manager, Aazam Piprawala: Procurement

Administrator

Meeting Date: 12/8/2025

ATTACHMENTS:

	Description	Type
D	Resolution 2025-XXX Federal Lobbyist Maurice Kurland	Resolution
D	Exhibit A - Draft agreement	Exhibit
D	Exhibit B - FY 2026 List of Priorities	Backup Material

1	RESOLUTION 2025
2 3	A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 5	FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN PROFESSIONAL SERVICES
6	AGREEMENT ("AGREEMENT") FOR FEDERAL LOBBYING SERVICES WITH
7	MAURICE J. KURLAND OF ALCALDE & FAY, LTD, PROVIDING FOR A THREE
8	(3) YEAR TERM WITH TWO (2) ADDITIONAL ONE-YEAR RENEWAL OPTIONS;
9	A DRAFT COPY OF SAID AGREEMENT IS ATTACHED HERETO AS EXHIBIT A ;
10	A LIST OF PRIORITIES FOR FY 2026 IS ATTACHED HERETO AS EXHIBIT B ;
11	COPIES OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK;
12	PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
13	INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
13 14	INSTRUCTIONS TO THE CITT CLERK, PROVIDING AN EFFECTIVE DATE.
15	WHEREAS, all municipal and county governments, including the City of Lauderdale Lakes
16	("City"), are impacted by policy decisions enacted by the United States Congress and the
17	President of the United States;
18	WHEREAS, the City Commission of Lauderdale Lakes has developed a variety of legislative
19	priorities, appropriations, and public projects ("Legislative Priorities") that are essential to
20	protecting and promoting the interests of the City's residents, businesses, and visitors, which
21	require advocacy on behalf of the City;
22	WHEREAS, the City Commission has determined that it is in the best interest of the City
23	to retain professional federal lobbying services for the purpose of advocating, promoting, and
24	achieving the City's Legislative Priorities before the federal government;
25	WHEREAS, the City has previously retained the services of Maurice J. Kurland Of Alcalde
26	& Fay, Ltd to serve as the City's Federal Lobbyist;
27	WHEREAS, the City Commission desires to continue such services through approval of a
28	Professional Services Agreement ("Agreement") attached hereto as Exhibit A;

- 1 WHEREAS, the Agreement provides for a three (3) year term with two (2) additional one-
- year renewal options upon mutual agreement of the parties;
- 3 WHEREAS, City staff has determined that the fiscal impact of the professional services
- 4 contemplated in the Agreement is \$5,000 per month, totaling \$60,000 annually, which shall be
- 5 paid from the General Fund (0010700-3410) and the Stormwater Management Fund (4011302-
- 6 3410);
- WHEREAS, the City Commission finds that approval of the Agreement is in the best
- 8 interest of the City and will further enhance the City's ability to pursue and support its Legislative
- 9 Priorities.
- 10 WHEREAS, a list of priorities for FY 2026 sent by federal lobbyist Maurice J. Kurland, which
- includes organizations of trips to Washington, D.C. and the canal stabilization project, is attached
- 12 hereto as **Exhibit B**.
- 13 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
- 14 LAUDERDALE LAKES AS FOLLOWS:
- 15 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
- 16 confirmed as being true, and the same are hereby made a part of this Resolution.
- 17 SECTION 2. AUTHORITY: The City Commission hereby authorizes the Mayor and City
- 18 Clerk to execute and attest, respectively, that certain Professional Services Agreement
- 19 ("Agreement") with Maurice J. Kurland Of Alcalde & Fay, Ltd for federal lobbyist services, in
- 20 substantially the form and content as the draft attached hereto as **Exhibit A**, and incorporated
- 21 herein by reference.

1	SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The Deputy City Clerk, through the
2	Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement
3	with one (1) copy of the Agreement to be directed to Alcalde & Fay, Ltd.; with one (1) copy to be
4	maintained by the City; and with one (1) copy directed to the Office of the City Attorney.
5	SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its
6	final passage.
7	ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
8	MEETING HELD DECEMBER 09, 2025.
9	VERONICA EDWARDS PHILLIPS, MAYOR
11 12 13	ATTEST:
14	, CMC, Deputy City Clerk, for
15	VENICE HOWARD, MPA, MMC, FCRM
16 17	CITY CLERK
18	Approved as to form and legality
19	for the use of and reliance by the
20	City of Lauderdale Lakes only:
21	
222324	SIDNEY C. CALLOWAY, CITY ATTORNEY
25 26	Sponsored by: City Commission
27 28	VOTE:
29	Mayor Veronica Edwards Phillips (For) (Against) (Other)
30	Vice-Mayor Sharon Thomas (For) (Against) (Other)
31	Commissioner Tycie Causwell (For) (Against) (Other)
32	Commissioner Easton Harrison (For) (Against) (Other)
33 34	Commissioner Karlene Maxwell-Williams (For) (Against) (Other)



CITY OF LAUDERDALE LAKES

AGREEMENT FOR PROFESSIONAL LOBBYIST AND LEGISLATIVE SERVICES

THIS AGREEMENT is made as of the ___ of December 2025, by and between CITY OF LAUDERDALE LAKES, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY") and ALCALDE AND FAY, LTD ("PROVIDER"),

WITNESSETH:

WHEREAS, CITY and PROVIDER entered into an agreement for legislative and related lobbyist services, and

WHEREAS, PROVIDER has carried out such undertaking to the benefit of CITY, and

WHEREAS, CITY and PROVIDER provide federal lobbying services, and

WHEREAS, CITY may appoint others to provide similar services,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **RETAINER:** CITY hereby retains PROVIDER, and PROVIDER hereby accepts the retainer from CITY to perform the services as set forth in the Scope of Work, attached hereto as Exhibit "A", and incorporated herein.
- 2. **KEY PERSONNEL:** PROVIDER has represented to CITY that CITY will have <u>Maurice Kurland</u>, principal of PROVIDER's services, in the performance of PROVIDER's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement. This individual will not be removed from the Lauderdale Lakes account without notice to the CITY.
- 3. **REMUNERATION; REIMBURSEMENT:** In consideration of the services to be provided hereunder, PROVIDER will be entitled to the following remuneration and reimbursements:
- (a) An annual retainer of \$60,000.00 payable in 12 equal installments, on a monthly basis of \$5,000 per month, in arrears upon presentation of an invoice outlining services rendered during the preceding month.

- 4. **BAR ON CONTINGENCY FEES:** No remuneration or reimbursement described herein shall be based upon a "contingency factor" connected with the success or failure of PROVIDER's efforts.
- 5. <u>TERM:</u> The term of this Agreement shall be three (3) years, commencing on January 1, 2026 ("Initial Term"). The CITY may, at its sole discretion, renew the Agreement for up to two (2) additional one-year terms, subject to City Commission approval (each, a "Renewal Term"). Unless otherwise mutually agreed in writing, the Agreement shall expire at the end of the Initial Term or, if renewed, at the end of the applicable Renewal Term. This Agreement may be terminated earlier upon fifteen (15) days' prior written notice by either party, with or without cause, subject to the provisions of Paragraph 5 hereof.
- 6. <u>TERMINATION:</u> This undertaking may be terminated by CITY, with or without cause, upon fifteen (15) days notice to PROVIDER. If PROVIDER is not in breach hereof, PROVIDER shall be paid for services rendered to CITY through the date of termination, with fees pro-rated on a thirty (30) day monthly basis for that portion of the month for which PROVIDER has provided services. Upon receipt of a termination notice from CITY, PROVIDER shall:
- (a) Provide CITY with a summary of specific work completed to the date of the notice, specifying any and all significant dates with respect to pending actions the passage of which, without action by CITY, would constitute a substantially detrimental impact on CITY.
- (b) Stop providing services on the date specified in the termination notice and if no date is specified, on the day after the receipt of such notice; provided that a date specified in the notice shall not be less than five (5) days from the date of the posting of such notice.

PROVIDER may terminate this undertaking upon fifteen (15) days prior written notice to CITY in the event of a substantial failure of CITY. Upon actual termination from PROVIDER shall:

- (a) Provide CITY with a summary of specific work completed to the date of the notice, specifying any and all significant dates with respect to pending actions the passage of which, without action by CITY, would constitute a substantially detrimental impact on CITY.
- (b) Stop providing services on the date specified in the termination notice and if no date is specified, on the day after the receipt of such notice; provided that a date specified in the notice shall not be less than five (5) days from the date of the posting of such notice.
- 7. **INSURANCE:** PROVIDER shall maintain during the term hereof, comprehensive automobile liability insurance in the minimum amount of one million (\$1,000,000.00) dollars, combined single-limit for bodily injury and property damage liability to protect PROVIDER and CITY from claims of 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 PROVIDER or anyone directly or indirectly employed by PROVIDER. PROVIDER shall also maintain during the term hereof, professional liability insurance in the minimum amount of one million (\$1,000,000.00) dollars per claim, covering negligent acts, errors, or omissions arising out of the performance of professional lobbying services under this Agreement. Additionally, PROVIDER shall maintain, during the term hereof, comprehensive general liability insurance in the amount of one million (\$1,000,000.00) dollars per occurrence, to protect PROVIDER and CITY 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 in connection herewith, whether such operations be by PROVIDER or by anyone directly employed by or contracting with PROVIDER. All insurance required hereunder, to be maintained by PROVIDER shall specifically include CITY as additional insured and shall unequivocally provide thirty (30) days written notice to CITY prior to any adverse changes, cancellation or non-renewal coverage thereunder.

- 8. <u>INDEMNIFICATION:</u> PROVIDER shall indemnify CITY for and hold CITY harmless from any and all liabilities, damages, losses, claims and costs, including reasonable attorney's fees, as a result of any claimed or proven negligence, recklessness or intentionally wrongful conduct of PROVIDER or by other persons employed or utilized by PROVIDER in the performance of this Contract. The provisions hereon shall run in favor of CITY's employees, representatives and elected officials.
- 9. **REMEDIES; ALTERNATIVE REMEDIES:** No remedy herein provided or 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 party of any right, power or remedy hereunder shall preclude any other or future exercise thereof.
- 10. <u>NON-DISCRIMINATION:</u> PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, creed, religion, disability, gender, age, national origin, ancestry, marital status or sexual orientation.
- 11. <u>AUTHORITY TO PRACTICE:</u> PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses, registrations and approvals required to conduct its business and the undertakings herein contemplated and it will at all times conduct its business activities in a reputable manner. Proof of such licensure, registration or approval shall be submitted to CITY representatives on an annual basis.
- 12. **MODIFICATIONS OF WORK:** CITY reserves the right to make changes in the Scope of Work, as identified in Exhibit A hereof, including alterations, reductions therein or additions thereto and to change the focus of PROVIDERS services with respect to such Scope of Work. All changes in the Scope of Work shall be provided to PROVIDER, in writing.

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- 13. **JOINT PREPARATION:** The preparation of this Agreement has been the 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 again the other party. It is the intention of the parties that this Agreement be construed liberally to achieve its intent.
- 14. <u>ATTORNEY'S FEES:</u> Should any dispute arise hereunder, CITY shall be entitled to recover against PROVIDER all costs, expenses and attorney's fees incurred by CITY in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.
- 15. <u>WAIVER:</u> No waiver by CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by PROVIDER of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act by PROVIDER requiring CITY's consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent consent or approval of PROVIDER, whether or not similar to the act so consented to or approved.
- 16. **NON-ASSIGNABILITY:** This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.
- 17. <u>NOTICE:</u> The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed:

City of Lauderdale Lakes 4300 N. W. 36th Street Lauderdale Lakes, Florida 33319-5599 Attn: City Manager

Alcalde And Fay, LTD. 2111 WILSON BLVD., 8TH FLOOR ARLINGTON, VA 22201 (703) 841-0626 Attn: Maurice Kurland

18. **BINDING EFFECT:** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

- 19. **CONSTRUCTION:** This Agreement 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.
- 20. **SEVERABILITY:** Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.
- 21. **ENTIRE AGREEMENT; MODIFICATION:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.
- 22. <u>CAPTIONS AND PARAGRAPH HEADINGS:</u> Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- 23. **JOINT PREPARATION:** The preparation of this Agreement 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 Agreement be construed liberally to achieve its intent.
- 24. **COUNTERPARTS:** This Agreement 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 agreement.
- 25. **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted and initialed by both parties in this form or attached hereto shall control all printed provisions in conflict therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

ATTEST:	CITY OF LAUDERDALE LAKES		
	Veronica Edwards Phillips, Mayor		
	Dated:		
APPROVED AS TO FORM			
Sidney C. Calloway, City Attorney			
WITNESSES:	ALCALDE AND FAY, LTD		
	Signature:		
	Print Name:		
	Title: Dated:		

Exhibit "A"

SCOPE OF WORK

Purpose:

Given the many legislative issues currently impacting Lauderdale Lakes, ethical, professional, and experienced lobbying is sought to encourage responsive and responsible decision making with emphasis at the Federal level. PROVIDER is to serve as an information provider to CITY regarding legislative and related administrative process issues at the federal level of government.

PROVIDER will be responsible to serve in a consulting and advisory capacity to the CITY for all issues proposed or pending before the President of the United States, the United States Senate, the United States House of Representatives, and federal administrative agencies. This will include, but is not limited to, issues in regular sessions, special sessions, subcommittees and committees and other public meetings as appropriate.

Levels of Activity

The specific assignments involve five levels of PROVIDER activity which are defined below:

Monitors: Systematically tracks executive, legislative and administrative activity

regarding issues of interest to the CITY.

Informant: Obtains information on issues of interest to CITY, as requested by CITY

which is available to the lobbyist and reports this information to the City Manager and Mayor and City Commission as above outlined and at times

as needed.

Educator: Makes specific recommendations to the City Manager, Mayor and City

Commission regarding executive, legislative and administrative responses

to state legislative and administrative activity.

Supporter: Communicates with coalitions of cities, county and other special-interest

groups in order to enhance the probability of CITY accomplishing its

objectives.

Advocate: Creates and implements a strategy to promote and accomplish CITY's

objectives.

Scope of Services: General Responsibilities:

Working in consultation with the City Manager and/or her designee, the following are areas of general responsibility for the federal lobbyist:

- 1. Contact and communicate with agencies and officers of federal government as directed by the City Manager and/or designee.
- 2. Obtain and provide information and data relating to matters concerning the interests of CITY.
- Monitor rule-making processes by federal agencies (whether pending, introduced or initiated during the term of this Agreement), which impact the operation, revenues, and/or required expenditures of CITY, as discovered or as directed by the City Manager.
- 4. Act as an official representative of CITY with members of the federal congressional delegation, governmental agencies, and persons involved in governmental affairs affecting CITY, when and as designated and authorized by the City Manager and/or designee.
- 5. Arrange meetings with legislators for City Commissioners and City staff when necessary, and be prepared to participate as required.
- 6. Lobby on behalf of the CITY on sponsored legislation and on specific bills and issues as directed by the City Manager and/or designee.
- 7. Submit written monthly reports to the City Manager no later than the 7th day of each month. Such reports shall reflect all progress and setbacks related to the objectives outlined in the Legislative Work Program, adopted by CITY from time to time.
- 8. Appear before the City Commission to report on legislative activity at least once a quarter. Such appearance shall be at the first regularly scheduled Commission Workshop subsequent to the end of the prior fiscal quarter. These dates are tentatively: January, April, July, and October of each year.
- 9. Provide specific recommendations on federal legislative, appropriation and administrative actions.
- Identify and secure federal appropriations and earmarks for priority City projects, as outlined in the City's Annual Legislative Agenda and/or directed by the City Manager and/or designee.

Legislative Priorities and Objectives:

PROVIDER will exercise particular diligence in the areas of concern as directed by City Manager and/or designee. Current areas of interest include:

- 1. Promotion of CITY legislative interests at the federal executive and legislative levels.
- 2. Develop legislative strategies to support CITY federal priority issues and projects
- 3. Provide a written legislative plan of action to be taken on behalf of CITY;
- 4. Coordinate legislation and policy related activities for CITY with the United States Congress, and Federal agencies;
- 5. Arrange visits by CITY officials with the city's Congressional Delegation, key Congressional Chairman and Ranking Members, and Federal department and agency officials;
- 6. Maintain frequent contact with key United States Senators and Representatives with positions on committees important to the City's federal agenda;
- 7. Secure authorizations and funding from the United States Congress and Federal agencies for transportation and infrastructure projects.
- 8. Advocate CITY interests throughout the federal legislative, regulatory, and rule making process;
- 9. Maintain frequent contact with designated CITY officials about opportunities to raise the City's profile in Washington including an annual "Fly in" to Washington.

Limitations:

Nothing herein contained or which will be contained in any undertaking shall be deemed to be or shall constitute authority in the PROVIDER to bind CITY to any undertaking.

CITY OF LAUDERDALE LAKES 2026 FEDERAL LEGISLATIVE AGENDA



Acting City Manager: Venice Howard www.lauderdalelakes.org

4300 NW 36th Street Lauderdale Lakes, FL 33319

At a glance:

The City of Lauderdale Lakes, incorporated in 1961, is located at the crossroads of State Road 7 and Oakland Park Boulevard in Broward County. With a culturally diverse population of over 32,000 residents, the city is committed to improving the quality of life of our residents with the highest standards of professionalism and excellence.

CHALLENGES

The City of Lauderdale Lakes is experiencing a variety of challenges that threaten public health, economic development, and resiliency. One of these challenges include neighborhood flooding. Canal bank restoration is crucial for flood management as it involves stabilizing and reinforcing the banks of canals to prevent erosion. Without immediate investment, flooding and canal bank erosion will cause significant losses for residents and businesses.

We are seeking legislative support for critical funding to address these issues. This funding would be used to enhance resiliency, reinforce the city's canal network and reduce flooding.

FEDERAL APPROPRIATION REQUEST

The City of Lauderdale Lakes has submitted the following appropriation request:

STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT APPROPRIATION REQUEST AMOUNT: \$1,000,000

SPONSOR: REPRESENTATIVE SHEILA CHERFILUS-McCORMICK

Canal Banks Stabilization

The \$1,000,000 will fund repair and restoration of existing canal banks in order to prevent further bank erosion, protect the canal from pollutants that are harmful to water quality.

Flood Control and Resiliency

Restoration of canal banks will improve the city's efforts for flood control and enhance resiliency.





CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

DISCUSSION REGARDING THE PROFESSIONAL SERVICES AGREEMENT FOR STATE LOBBYING SERVICES WITH YOLANDA CASH JACKSON, ESQ. OF BECKER & POLIAKOFF, P.A., PROVIDING FOR A THREE (3) YEAR TERM WITH TWO (2) ADDITIONAL ONE-YEAR RENEWAL OPTIONS AT AN AMOUNT OF \$5,000 PER MONTH, TOTALING \$60,000 ANNUALLY

Summary

This is a discussion regarding a professional services agreement for State lobbying services with Yolanda Cash Jackson of Becker & Poliakoff, P.A., providing for a three (3) year term with two (2) additional one-year renewal options at an amount of \$5,000 per month, totaling \$60,000 annually.

Staff Recommendation

Background:

All municipal and county governments, including the City of Lauderdale Lakes ("City"), are impacted by the policy decisions enacted by the Florida Legislature and the Governor. The City Commission of Lauderdale Lakes has developed a variety of legislative priorities, appropriations, and public projects ("Legislative Priorities") that are essential to protecting and promoting the interests of the City's residents, businesses, and visitors, which require advocacy on behalf of the City. The City Commission has determined that it is in the best interest of the City to retain professional lobbying services for the purpose of advocating, promoting, and achieving the City's Legislative Priorities before the State of Florida.

The City has previously retained the services of Yolanda Cash Jackson, Esq., of Becker & Poliakoff, P.A. to serve as the City's State Lobbyist and the City Commission desires to continue such services through approval of the Professional Services Agreement with a term limit.

The Agreement provides for a three (3) year term with two (2) additional one-year renewal options upon mutual agreement of the parties at \$5,000 per month, totaling \$60,000 annually.

The City Commission finds that approval of the Lobbyist Agreement is in the best interest of the City and will further enhance the City's ability to pursue and support its Legislative Priorities pursuant to section 82-358 (a) (1) Exclusions and exceptions to the bid and proposal requirements (lobbying services).

Funding Source:

General Fund (0010700-3410) and the Stormwater Management Fund (4011302-3410)

Fiscal Impact:

\$5,000 per month, totaling \$60,000 annually

Sponsor Name/Department: Venice Howard, Acting City Manager, Aazam Piprawala: Procurement

Administrator

Meeting Date: 12/8/2025

ATTACHMENTS:

	Description	Type
	Resolution 2025-XXX State Lobbyist	Resolution
D	Exhibit A - Draft contract	Exhibit
D	Exhibit B - FY 2026 List of Priorities	Exhibit

1	RESOLUTION 2025
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") FOR STATE LOBBYING SERVICES WITH YOLANDA CASH JACKSON, ESQ., OF BECKER & POLIAKOFF, P.A., PROVIDING FOR A THREE (3) YEAR TERM WITH TWO (2) ADDITIONAL ONE-YEAR RENEWAL OPTIONS; A DRAFT COPY OF SAID AGREEMENT IS ATTACHED HERETO AS EXHIBIT A ; A LIST OF PRIORITIES FOR FY 2026 IS ATTACHED HERETO AS EXHIBIT B ; COPIES OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
16	WHEREAS, all municipal and county governments, including the City of Lauderdale Lakes
17	("City"), are impacted by the policy decisions enacted by the Florida Legislature and the
18	Governor;
19	WHEREAS, the City Commission of Lauderdale Lakes has developed a variety of legislative
20	priorities, appropriations, and public projects ("Legislative Priorities") that are essential to
21	protecting and promoting the interests of the City's residents, businesses, and visitors, which
22	require advocacy on behalf of the City;
23	WHEREAS, the City Commission has determined that it is in the best interest of the City
24	to retain professional lobbying services for the purpose of advocating, promoting, and achieving
25	the City's Legislative Priorities before the State of Florida;
26	WHEREAS, the City has previously retained the services of Yolanda Cash Jackson, Esq., of
27	Becker & Poliakoff, P.A. to serve as the City's State Lobbyist;
28	WHEREAS, the City Commission desires to continue such services through approval of the
29	Professional Services Agreement ("Agreement") attached hereto as Exhibit A ;

- 1 WHEREAS, the Agreement provides for a three (3) year term with two (2) additional one-
- year renewal options upon mutual agreement of the parties;
- 3 WHEREAS, City staff has determined that the fiscal impact of the professional services
- 4 contemplated in the Lobbyist Agreement is \$5,000 per month, totaling \$60,000 annually, which
- 5 shall be paid from the General Fund (0010700-3410) and the Stormwater Management Fund
- 6 (4011302-3410);
- 7 WHEREAS, the City Commission finds that approval of the Lobbyist Agreement is in the
- 8 best interest of the City and will further enhance the City's ability to pursue and support its
- 9 Legislative Priorities.
- 10 WHEREAS, a list of priorities for FY 2026 sent by state lobbyist Yolanda Cash Jackson, Esq.,
- which includes organizations of trips to Tallahassee, Florida, canal projects, gated outfalls and
- 12 flow skimmers implementation project, and the Alzheimer's Care Center expansion, is attached
- 13 hereto as **Exhibit B**.
- 14 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
- 15 LAUDERDALE LAKES AS FOLLOWS:
- 16 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
- 17 confirmed as being true, and the same are hereby made a part of this Resolution.
- SECTION 2. AUTHORITY: The City Commission hereby authorizes the Mayor and City
- 19 Clerk to execute and attest, respectively, that certain Professional Services Agreement
- 20 ("Agreement") with Yolanda Cash Jackson, Esq., of Becker & Poliakoff, P.A. for state lobbyist
- 21 services, in substantially the form and content as the draft attached hereto as **Exhibit A**, and
- incorporated herein by reference.

1	SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the Acting City
2	Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one
3	(1) copy of the Agreement to be directed to Becker & Poliakoff, P.A.; with one (1) copy to be
4	maintained by the City; and with one (1) copy directed to the Office of the City Attorney.
5	SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its
6	final passage.
7	ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
8	MEETING HELD DECEMBER 09, 2025.
9 10 11 12 13	VERONICA EDWARDS PHILLIPS, MAYOR
14 15 16 17	ATTEST:
18	, CMC, Deputy City Clerk, for
19	VENICE HOWARD, MPA, MMC, FCRM
20	CITY CLERK
21	
22	Approved as to form and legality
23	for the use of and reliance by the
24 25	City of Lauderdale Lakes only:
26272829	SIDNEY C. CALLOWAY, CITY ATTORNEY
30 31	Sponsored by: City Commission
32	VOTE:
33	
34	Mayor Veronica Edwards Phillips (For) (Against) (Other)
35	Vice-Mayor Sharon Thomas (For) (Against) (Other)
36	Commissioner Tycie Causwell (For) (Against) (Other)

1	Commissioner Easton Harrison	(For) (Against) (Other)
2	Commissioner Karlene Maxwell-Williams	(For) (Against) (Other)
3		



CITY OF LAUDERDALE LAKES

AGREEMENT FOR PROFESSIONAL LOBBYIST AND LEGISLATIVE SERVICES

THIS AGREEMENT is made as of the ____ of December 2025, by and between CITY OF LAUDERDALE LAKES, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY") and BECKER & POLIAKOFF, P.A. ("PROVIDER"),

WITNESSETH:

WHEREAS, CITY and PROVIDER entered into an agreement for legislative and related lobbyist services, and

WHEREAS, PROVIDER has carried out such undertaking to the benefit of CITY, and

WHEREAS, CITY and PROVIDER provide local and state lobbying services, and

WHEREAS, CITY may appoint others to provide similar services,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **RETAINER:** CITY hereby retains PROVIDER, and PROVIDER hereby accepts the retainer from CITY to perform the services as set forth in the Scope of Work, attached hereto as Exhibit "A", and incorporated herein.
- 2. **KEY PERSONNEL:** PROVIDER has represented to CITY that CITY will have <u>Yolanda Cash Jackson</u>, principal of PROVIDER's services, in the performance of PROVIDER's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement. This individual will not be removed from the Lauderdale Lakes account without notice to the CITY.
- 3. **REMUNERATION; REIMBURSEMENT:** In consideration of the services to be provided hereunder, PROVIDER will be entitled to the following remuneration and reimbursements:
- (a) An annual retainer of \$60,000.00 payable in 12 equal installments, on a monthly basis of \$5,000 per month, in arrears upon presentation of an invoice outlining services rendered during the preceding month.

- 4. **BAR ON CONTINGENCY FEES:** No remuneration or reimbursement described herein shall be based upon a "contingency factor" connected with the success or failure of PROVIDER's efforts.
- 5. <u>TERM:</u> The term of this Agreement shall be three (3) years, commencing on January 1, 2026 ("Initial Term"). The CITY may, at its sole discretion, renew the Agreement for up to two (2) additional one-year terms, subject to City Commission approval (each, a "Renewal Term"). Unless otherwise mutually agreed in writing, the Agreement shall expire at the end of the Initial Term or, if renewed, at the end of the applicable Renewal Term. This Agreement may be terminated earlier upon fifteen (15) days' prior written notice by either party, with or without cause, subject to the provisions of Paragraph 5 hereof.
- 6. <u>TERMINATION:</u> This undertaking may be terminated by CITY, with or without cause, upon fifteen (15) days notice to PROVIDER. If PROVIDER is not in breach hereof, PROVIDER shall be paid for services rendered to CITY through the date of termination, with fees pro-rated on a thirty (30) day monthly basis for that portion of the month for which PROVIDER has provided services. Upon receipt of a termination notice from CITY, PROVIDER shall:
- (a) Provide CITY with a summary of specific work completed to the date of the notice, specifying any and all significant dates with respect to pending actions the passage of which, without action by CITY, would constitute a substantially detrimental impact on CITY.
- (b) Stop providing services on the date specified in the termination notice and if no date is specified, on the day after the receipt of such notice; provided that a date specified in the notice shall not be less than five (5) days from the date of the posting of such notice.

PROVIDER may terminate this undertaking upon fifteen (15) days prior written notice to CITY in the event of a substantial failure of CITY. Upon actual termination from PROVIDER shall:

- (a) Provide CITY with a summary of specific work completed to the date of the notice, specifying any and all significant dates with respect to pending actions the passage of which, without action by CITY, would constitute a substantially detrimental impact on CITY.
- (b) Stop providing services on the date specified in the termination notice and if no date is specified, on the day after the receipt of such notice; provided that a date specified in the notice shall not be less than five (5) days from the date of the posting of such notice.
- 7. <u>INSURANCE:</u> PROVIDER shall maintain during the term hereof, comprehensive automobile liability insurance in the minimum amount of one million (\$1,000,000.00) dollars, combined single-limit for bodily injury and property damage

liability to protect PROVIDER and CITY from claims of 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 PROVIDER or anyone directly or indirectly employed by PROVIDER. PROVIDER shall also maintain during the term hereof, professional liability insurance in the minimum amount of one million (\$1,000,000.00) dollars per claim, covering negligent acts, errors, or omissions arising out of the performance of professional lobbying services under this Agreement. Additionally, PROVIDER shall maintain, during the term hereof, comprehensive general liability insurance in the amount of one million (\$1,000,000.00) dollars per occurrence, to protect PROVIDER and CITY 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 in connection herewith, whether such operations be by PROVIDER or by anyone directly employed by or contracting with PROVIDER. All insurance required hereunder, to be maintained by PROVIDER shall specifically include CITY as additional insured and shall unequivocally provide thirty (30) days written notice to CITY prior to any adverse changes, cancellation or non-renewal coverage thereunder.

- 8. <u>INDEMNIFICATION:</u> PROVIDER shall indemnify CITY for and hold CITY harmless from any and all liabilities, damages, losses, claims and costs, including reasonable attorney's fees, as a result of any claimed or proven negligence, recklessness or intentionally wrongful conduct of PROVIDER or by other persons employed or utilized by PROVIDER in the performance of this Contract. The provisions hereon shall run in favor of CITY's employees, representatives and elected officials.
- 9. **REMEDIES; ALTERNATIVE REMEDIES:** No remedy herein provided or 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 party of any right, power or remedy hereunder shall preclude any other or future exercise thereof.
- 10. <u>NON-DISCRIMINATION:</u> PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, creed, religion, disability, gender, age, national origin, ancestry, marital status or sexual orientation.
- 11. <u>AUTHORITY TO PRACTICE:</u> PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses, registrations and approvals required to conduct its business and the undertakings herein contemplated and it will at all times conduct its business activities in a reputable manner. Proof of such licensure, registration or approval shall be submitted to CITY representatives on an annual basis.
- 12. MODIFICATIONS OF WORK: CITY reserves the right to make changes in the Scope of Work, as identified in Exhibit A hereof, including alterations, reductions therein or additions thereto and to change the focus of PROVIDERS services with respect to such Scope of Work. All changes in the Scope of Work shall be provided to PROVIDER, in writing.

- 13. **JOINT PREPARATION:** The preparation of this Agreement has been the 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 again the other party. It is the intention of the parties that this Agreement be construed liberally to achieve its intent.
- 14. <u>ATTORNEY'S FEES:</u> Should any dispute arise hereunder, CITY shall be entitled to recover against PROVIDER all costs, expenses and attorney's fees incurred by CITY in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.
- 15. <u>WAIVER:</u> No waiver by CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by PROVIDER of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act by PROVIDER requiring CITY's consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent consent or approval of PROVIDER, whether or not similar to the act so consented to or approved.
- 16. **NON-ASSIGNABILITY:** This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.
- 17. **NOTICE:** The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed:

City of Lauderdale Lakes 4300 N. W. 36th Street Lauderdale Lakes, Florida 33319-5599 Attn: City Manager

Becker & Poliakoff, P.A. 3111 Sterling Road PO Box 9057 Fort Lauderdale, FL 33310-9057 Attn: Yolanda Cash Jackson

18. **BINDING EFFECT:** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

- 19. **CONSTRUCTION:** This Agreement 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.
- 20. **SEVERABILITY:** Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.
- 21. **ENTIRE AGREEMENT; MODIFICATION:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.
- 22. <u>CAPTIONS AND PARAGRAPH HEADINGS:</u> Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- 23. **JOINT PREPARATION:** The preparation of this Agreement 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 Agreement be construed liberally to achieve its intent.
- 24. **COUNTERPARTS:** This Agreement 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 agreement.
- 25. **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted and initialed by both parties in this form or attached hereto shall control all printed provisions in conflict therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

ATTEST:	CITY OF LAUDERDALE LAKES	
	Veronica Edwards Phillips, Mayor	
	Dated:	
APPROVED AS TO FORM		
Sidney C. Calloway, City Attorney		
WITNESSES:	BECKER & POLIAKOFF, P.A.	
	Signature:	
	Print Name: Title: Dated:	

Exhibit "A"

SCOPE OF WORK

Purpose:

Given the many legislative issues currently impacting Lauderdale Lakes, ethical, professional, and experienced lobbying is sought to encourage responsive and responsible decision making with emphasis at the Broward County and State executive and legislative levels. PROVIDER is to serve as an information provider to CITY regarding legislative and related administrative process issues at the state and local level of government.

PROVIDER will be responsible to serve in a consulting and advisory capacity to the CITY for all issues proposed or pending before the Florida Senate, Florida House of Representatives, Florida Administrative agencies, Broward County Board of County Commissioners, Broward Legislative Delegation, Broward County governmental agencies, and before the Governor and Cabinet of the State of Florida. This will include, but is not limited to, issues in regular sessions, special sessions, subcommittees and committees and other public meetings as appropriate.

Levels of Activity

The specific assignments involve five levels of PROVIDER activity which are defined below:

Monitors: Systematically tracks executive, legislative and administrative activity

regarding issues of interest to the CITY.

Informant: Obtains information on issues of interest to CITY, as requested by CITY

which is available to the lobbyist and reports this information to the City Manager and Mayor and City Commission as above outlined and at times

as needed.

Educator: Makes specific recommendations to the City Manager, Mayor and City

Commission regarding executive, legislative and administrative responses

to state legislative and administrative activity.

Supporter: Communicates with coalitions of cities, county and other special-interest

groups in order to enhance the probability of CITY accomplishing its

objectives.

Advocate: Creates and implements a strategy to promote and accomplish CITY's

objectives.

Scope of Services: General Responsibilities

Working in consultation with the City Manager and/or designee, the following are areas of general responsibility for the state lobbyist:

- 1. Contact and communicate with agencies and officers of state government as directed by the City Manager and/or designee.
- 2. Establish and maintain liaisons with state and local agencies, officers and elected officials.
- 3. Obtain and provide information and data relating to matters concerning the interests of CITY.
- 4. Monitor rule-making processes by state agencies (whether pending, introduced or initiated during the term of this Agreement), which impact the City operations, revenues, and/or required expenditures, as discovered or as directed by the City Manager and/or designee.
- 5. Act as an official representative of CITY with members of the state legislative delegation, governmental agencies, and persons involved in governmental affairs affecting CITY, when and as designated and authorized by the City Manager and/or designee.
- 6. Arrange meetings with State Legislators and the Governor for City Officials when necessary, and be prepared to participate in such meetings as required.
- 7. Lobby on behalf of the CITY on sponsored legislation and on specific bills and issues as directed by the City Manager and/or designee.
- 8. Submit written monthly reports to the City Manager and/or designee no later than the 7th day of each month. Such reports shall reflect all progress and setbacks related to the objectives outlined in the City's Legislative Agenda, adopted by CITY from time to time. The report shall include a breakdown on accomplishments and activities at the state executive level, state legislative level and county level.
- 9. Appear before the City Commission to provide a written report and oral presentation on County and State legislative accomplishments and activities at least once a quarter. Such appearance shall be at the first regularly scheduled Commission Workshop subsequent to the end of the prior fiscal quarter. These timeframes are tentatively: January, April, July, and October of each year.
- 10. Provide specific recommendations on legislative, appropriation and administrative actions at the state executive level, state legislative level, and county level.

Legislative Priorities and Objectives:

PROVIDER will exercise particular diligence in the areas of concern as directed by City Manager and/or designee. Current areas of interest include:

- 1. Promotion of CITY legislative interests at the state executive, state legislative and county levels.
- 2. Preparation and submission of City's priority projects at the state executive and legislative levels.
- 3. Promotion of redevelopment partnerships and financial incentives to attract and retain desired businesses.
- 4. Protection of CITY revenues, including the elimination of unfunded mandates and any taxing authority restructuring which would in any way negatively impact CITY's ability to provide essential governmental services and programs.
- 5. Promotion of improved state roadway maintenance and aesthetic improvement, particularly along the State Road 7 and Oakland Park Boulevard corridors.
- 6. Promotion of a Florida Turnpike Interchange at Oakland Park Boulevard.
- 7. Procurement of grants or other financial assistance from State of Florida Agencies to complete priority City Projects in the areas of stormwater drainage and canal system improvements, hazard mitigation projects, recreation projects, Social Services/Alzheimer Care Programs and other infrastructure projects.

Limitations:

Nothing herein contained or which will be contained in any undertaking shall be deemed to be or shall constitute authority in the PROVIDER to bind CITY to any undertaking.

CITY OF LAUDERDALE LAKES 2026 LEGISLATIVE PRIORITIES



Acting City Manager: Venice Howard www.lauderdalelakes.org

4300 NW 36th Street Lauderdale Lakes, FL 33319

At a glance:

The City of Lauderdale Lakes, incorporated in 1961, is located at the crossroads of State Road 7 and Oakland Park Boulevard in Broward County. With a population of over 32,000 residents from a unique cultural diversity, we are committed to improving the quality of life of our residents with the highest standards of professionalism and excellence.

CHALLENGES

The city of Lauderdale lakes is experiencing a variety of challenges ranging from neighborhood flooding, canal bank erosion and the need to provide care for the city's moderate-income seniors. These challenges threaten public health, economic development and resiliency. Without immediate investment, flooding and canal bank erosion will cause significant losses for residents and businesses while services benefiting individuals living with Alzheimer's disease and their caregivers will be reduced.

We are seeking legislative support for critical funding to reduce flooding, enhance resiliency, reinforce the city's canal network and also ensure our seniors living with Alzheimer's disease receive compassionate, high-quality care.

APPROPRIATION REQUESTS

The city of Lauderdale Lakes has submitted three appropriation requests in the total amount of \$ 1.55 million



Canal Bank Restoration (Canal 3) \$900,000



Gated Outfalls
And Flow Skimmers
\$500,0000



Alzheimer's Care Center Expansion \$150,000





CANAL 3 STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT / RESILENCY PROJECT - \$900,000

SPONSORS: REPRESENTATIVE XXXXXX AND SENATOR XXXXXXX

Canal Banks Stabilization

The \$900,000 will fund repair and restoration of canal 3 in order to prevent further bank erosion, protect the canal from pollutants that are harmful to water quality

Flood Control and Resiliency

Restoration of canal banks will improve the city's efforts to for flood control and enhance resiliency.

CITY OF LAUDERDALE LAKES 2026 LEGISLATIVE PRIORITIES









GATED OUTFALLS AND FLOW SKIMMERS IMPLEMENTATION PROJECT - \$500,000

SPONSORS: REPRESENTATIVE XXXXXX AND SENATOR XXXXXXXX

Flood Control and Resiliency

The \$500,000 will fund Phase I of the installation of automatic flood gates at 4 locations where city canals network connects to the C-13 Canal. The proposed gates will alleviate flooding in canal zone 2, and 3 during high-tide or extreme rainfall conditions while improving water quality by minimizing the migration of floatable contaminants, debris and vegetation from the C-13 to the city's canal network and vice versa.

Environmental and Community Benefits

Installation of the gates will prevent flooding, improve water quality and enhance the visual appeal of the city's canal system



ALZHEIMER'S CARE CENTER EXPANSION - \$251,000

SPONSORS: REPRESENTATIVE XXXXXX AND SENATOR XXXXXXX

Specialized Senior Care Services

The \$251,000 will support the ongoing enhancement of the Center's facility and programs, including: purchase of recliners and other comfort-focused equipment to improve participant care; Enhancement of caregiver support programs, educational workshops, and resources; and to patio furniture and awning.

Community Benefits

Increased access to day services for individuals with Alzheimer's disease; Enhanced caregiver support, reducing stress and promoting overall family wellbeing; Improved participant comfort and safety through upgraded facility equipment; Greater community capacity to meet the growing demand for senior care in Broward County.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

DISCUSSION REGARDING A GRANT AWARD FROM THE FY 2025 COPS HIRING PROGRAM (CHP) THROUGH THE DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES

Summary

This is a discussion regarding the acceptance of a grant award from the FY 2025 COPS Hiring Program (CHP), administered by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office). The City has been awarded \$250,000 to support the hiring of two (2) sworn officers to enhance law enforcement services and community safety.

Staff Recommendation

Background:

On June 3, 2025, the City submitted an application to the FY 2025 COPS Hiring Program (CHP), pursuant to Resolution 2025-089, for the hiring of two (2) sworn deputies to increase the sworn complement of officers. This initiative aims to reduce crime, improve service levels, and enhance public safety for residents and the community.

The addition of two sworn deputies is expected to:

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

The estimated total cost for the two officer positions over the three-year grant period is approximately \$1,116,314.00, with the City contributing a required local match of approximately \$866,314.00 (or \$433,157.00 per officer).

Next Steps:

If directed by the City Commission, staff will proceed with the following actions:

- Formally accept the CHP grant award.
- Enter into negotiations with BSO regarding the hiring of the two (2) new deputies.
- Execute a Memorandum of Understanding (MOU) with BSO and, if necessary, amend the current Law Enforcement Agreement to reflect the additional positions.
- Amend the FY 2026 budget to include the associated costs if all required steps are completed within the current fiscal year.

Funding Source:

Grant Fund: 102.331200.COP25 General Fund: 0011500.3410.COP25

Fiscal Impact:

- Total (3 years): \$1,116,314
- Estimated per year:

 $1,116,314 \div 3 \approx 372,104.67$ per year

City's Required Local Match

- City match (3 years): \$866,314
- Estimated per year: \$866,314 ÷ 3 ≈ \$288,771.33 per year

Federal Grant Portion

- Federal award (total): \$250,000
- Estimated per year: \$250,000 ÷ 3 ≈ \$83,333.33 per year

The City must also not reduce its regular sworn complement over the four (4) years of the grant.

Sponsor Name/Department: Venice Howard, Acting City Manager; Sharon Haynes, Financial Services

Dept; Cpt. Warnell Phillips **Meeting Date:** 12/8/2025

ATTACHMENTS:

Description Type

Award Letter & InformationTimelime for Action ItemsBackup Material



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient: CITY OF LAUDERDALE LAKES

4300 NW 36TH ST

City, State and Zip: LAUDERDALE LAKES, FL 33319

Recipient UEI: G54BFXJME2L6

Project Title: FY25 COPS Hiring Program | Award Number: 15JCOPS-25-GG-00904-UHPX

Solicitation Title: FY25 COPS Hiring Program

Federal Award Amount: \$250,000.00 Federal Award Date: 10/10/25

Awarding Agency: Office of Community Oriented Policing Services

Award Type: Initial Funding Instrument Type: Grant

Opportunity Category: D
Assistance Listing:

16.068 - COPS Hiring Program

Project Period Start Date: 10/1/25 Project Period End Date: 9/30/30

Budget Period Start Date: 10/1/25 Budget Period End Date: 9/30/30

Project Description:

The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

Award Letter

October 10, 2025

Dear Venice Howard,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF LAUDERDALE LAKES for an award under the funding opportunity entitled 2025 FY25 COPS Hiring Program. The approved award amount is \$250,000. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award

requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askocr@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI

G54BFXJME2L6 ORI Number FL00617

Street 1

4300 NW 36TH ST

Street 2

City State/U.S. Territory

LAUDERDALE LAKES Florida

Zip/Postal Code33319

Country
United States

County/Parish Province

Award Details

Federal Award Date Award Type

10/10/25 Initial

Award Number Supplement Number

15JCOPS-25-GG-00904-UHPX 00

Federal Award Amount Funding Instrument Type

\$250,000.00 Grant

Assistance Listing

Number Assistance Listings Program Title

16.068 COPS Hiring Program

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title Awarding Agency

2025 FY25 COPS Hiring Program COPS

Application Number

GRANT14424522

Grant Manager Name

Phone Number

E-mail Address

Chanell Jones

202-514-6244

chanell.l.jones@usdoj.gov

Project Title

FY25 COPS Hiring Program

Performance Period Start

Date

Performance Period End Date

09/30/2030

Budget Period Start Date

Budget Period End Date

10/01/2025

10/01/2025

09/30/2030

Project Description

The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date:

9/16/25 10:32 AM

Comments

No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget Percentage
Sworn Officer Positions:	\$1,116,314	\$0	\$1,116,314
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0
Travel:	\$0	\$0	\$0
Equipment:	\$0	\$0	\$0
Supplies:	\$0	\$0	\$0

SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$1,116,314	\$0	\$1,116,314	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$1,116,314	\$0	\$1,116,314	
Federal Funds:	\$250,000	\$0	\$250,000	22.40%
Match Amount:	\$866,314	\$0	\$866,314	77.60%
Program Income:	\$0	\$0	\$0	0.00%

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3

Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or

nondiscrimination laws.

Condition 4

Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C.

§ 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

- I. Trafficking in Persons
- (a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
- (i) Severe forms of trafficking in persons;
- (ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
- (iii) The use of forced labor in the performance of this award or any subaward; or
- (iv) Acts that directly support or advance trafficking in persons, including the following acts:
- (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
- (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
- (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
- (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- (D) Charging recruited employees a placement or recruitment fee; or
- (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- (2) The Federal agency may unilaterally terminate this award or take any remedial
- actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph
- (a)(1) of this this appendix through conduct that is either:
- (A) Associated with the performance under this award; or
- (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB
- Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.
- (b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.
- 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph
- (a)(1) of this appendix through conduct that is either:
- (A) Associated with the performance under this award; or
- (B) Imputed to the subrecipient using the standards and due process for imputing the

conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension

(Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

- (c) Provisions applicable to any recipient.
- (1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
- (2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
- (i) Implements the requirements of 22 U.S.C. 78, and
- (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
- (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
- (4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- (d) Definitions. For purposes of this award term:

Employee means either:

- (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When the recipient agrees to the termination and termination conditions.
- (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law. 2. C.F.R. § 200.340.

Condition 13

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

- I. Reporting of Matters Related to Recipient Integrity and Performance
- (a) General Reporting Requirement.
- (1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111–212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
- (b) Proceedings About Which You Must Report.
- (1) You must submit the required information about each proceeding that—
- (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the

Federal Government:

- (ii) Reached its final disposition during the most recent five-year period; and
- (iii) Is one of the following-
- (A) A criminal proceeding that resulted in a conviction;
- (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (D) Any other criminal, civil, or administrative proceeding if—
- (1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
- (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
- (d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- (e) Definitions. For purposes of this award term-

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation
- (a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the

subaward.

- (2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
- (ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
- (b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
- (i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30.000:
- (ii) in the preceding fiscal year, the recipient received:
- (A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and

Federal awards (and subawards) subject to the Transparency Act; and,

- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- (2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
- (i) As part of the recipient's registration profile at https://www.sam.gov.
- (ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
- 2025, the executive total compensation must be reported by no later than December 31, 2025.)
- (c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year. if:
- (i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000:
- (ii) In the subrecipient's preceding fiscal year, the subrecipient received:
- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
- the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.) (2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in

paragraph

- (c)(1) of this appendix. The recipient is required to submit this information to the
- Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
- (d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:
- (i) Subawards, and
- (ii) The total compensation of the five most highly compensated executives of any subrecipient.
- (e) Definitions. For purposes of this award term:

Entity includes:

- (1) Whether for profit or nonprofit:
- (i) A corporation;
- (ii) An association;
- (iii) A partnership;
- (iv) A limited liability company;
- (v) A limited liability partnership;
- (vi) A sole proprietorship:
- (vii) Any other legal business entity:
- (viii) Another grantee or contractor that is not excluded by subparagraph (2); and
- (ix) Any State or locality;
- (2) Does not include:
- (i) An individual recipient of Federal financial assistance; or
- (ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18

Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeopnotice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the

award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

- I. System for Award Management (SAM.gov) and Universal Identifier Requirements
- (a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
- (b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
- (i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
- (ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
- (c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a

recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined

in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity:
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 27

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

Condition 28

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded

under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

Condition 29

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

Condition 30

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:

- Violent Crime
- Squatting and Encampment Enforcement
- Homeland and Border Security
- Nuisance and Abatement and Quality of Life
- School Based Policing

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?

Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Condition 31

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 32

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

Condition 33

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

Condition 34

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently \$250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

Condition 35

School Resource Officer (SRO) Training Requirement: COPS Office-funded SROs are required to complete a 40-hour basic SRO training course from a list of COPS Office-approved providers. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the date of the SRO's hire,

whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40-hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officer to retake the course. The agency must coordinate with the training provider to secure funding to cover registration and travel expenses.

If your agency fails to comply with the SRO basic training within the specified timeframe, the COPS Office may temporarily suspend grant funds or take other remedial actions in accordance with 2 C.F.R. §200.339 until your agency complies with this requirement.

Condition 36

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. 2 C.F.R. §§ 200.308(f)(10) and 200.309. Extension requests must be received prior to the end date of the award.

Condition 37

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

Condition 38

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

Condition 39

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter. If your agency fails to submit the MOU within the 90 days, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until your agency submits the MOU.
- Your agency's MOU must contain the following information?
- o The purpose of the MOU

o Clearly defined roles and responsible roles on safety o Information sharing o Supervision responsibility and chain		enforcement agency, focusing officers'	
o Signatures			
Note: Please refer to the MOU Fact S	heet for a detailed explanation of the r	equirements under each of the bullets.	
[] I have read and understand the int	formation presented in this section of t	he Federal Award Instrument.	
Award Acceptance			
Declaration and Certification to the	U.S. Department of Justice as to Ac	cceptance	
By checking the declaration and certif	ication box below, I		
A. Declare to the U.S. Department of declaration and certification on behalf	of Justice (DOJ), under penalty of perjue of the applicant.	ıry, that I have authority to make this	
B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.			
C. Accept this award on behalf of th	e applicant.		
D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.			
Agency Approval			
Title of Approving Official COPS Acting Director	Name of Approving Official Cory D. Randolph	Signed Date And Time 9/29/25 4:57 AM	
Authorized Representative			
☐ Declaration and Certification (Law Enforcement Executive/Program Official)			
Entity Acceptance			
Title of Authorized Entity Officino value	ial		
Name of Authorized Entity Offi no value	cial		
Signed Date And Time			

no value		
☐ Declaration and Certification (Government Executive/Financial Official)		
Entity Acceptance		
Title of Authorized Entity Official Financial Planning Coordinator		
Name of Authorized Entity Official no value		
Signed Date And Time no value		

Timeline for Action Items – COPS 25 Grant

- 1. Formal Acceptance of the CHP Grant Award
 - December 2025
- 2. Negotiations with BSO for Hiring Two (2) New Deputies
 - Target Date: January 31, 2026
- 3. Execution of a Memorandum of Understanding (MOU) with BSO
 - Timeframe: February to March 2026
 - February for Legal Review
 - o March to bring to Commission for approval workshop and Commission
- 4. Amendment to the Current Law Enforcement Agreement to Reflect Additional Positions
 - Timeframe: February to March 2026
 - February for Legal Review
 - o March to bring to Commission for approval workshop and Commission
- 5. Amendment to the FY 2026 Budget to Include Associated Costs
 - Timeframe: March 2026

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

DISCUSSION REGARDING AUTHORIZING THE CITY TO MOVE THE PURCHASING CARD (P-CARD) PROGRAM FROM BANK OF AMERICA TO TD BANK EFFECTIVE JANUARY 2026

Summary

This is a discussion regarding moving the City's P-Card program from Bank of America to TD Bank. The current contract with Bank of America expires on January 4, 2026.

Staff Recommendation

Background:

In September 2014 the City engaged (Resolution 2014-96) with Bank of America on a Cooperative contract for P-card program using a State of Florida Contract # 973-120-13-SS. When the Contract expired, the city continued services (Resolution 2016-82) with Bank of America on another Florida State Cooperative contract #84121500-15-01 which will expire on January 4, 2026.

While researching the future of our relationship with Bank of America's P-Card program, the city found some alternative Cooperative contracts for the same service, of which, the staff is recommending that the city participates in the Southeast Florida Governmental Purchasing Cooperative Group's contract with TD Bank. The parent Agency is City of Deerfield beach. While reviewing the TD Bank proposal, staff found that other agencies have been extremely pleased with the customer support and also the rebate program, amongst other benefits that the city will enjoy.

The financial Services department has reviewed the contract offerings and as a benefit, the city would be assigned a designated point of contact for all our issues.

Contract Summary

RFP#2015-16/32 Initial Contract Term: August 23, 2016- August 22, 2021

Two (2) additional Five (5) Year renewal Options Renewal 1: September 1, 2021-September 1, 2026

If the City moves forward with the switch, staff would request we utilize the cooperative agreement.

Funding Source:

General Fund and various budget accounts as needed

Fiscal Impact:

For fiscal year 2026, there is adequate funding available. Future year requests are subject to the availability of funding and approval through the City Manager.

P Card Program spend over the last 12 months - \$618,073.64

P Card Program spend per month (avg): \$51,506.14

Sponsor Name/Department: Aazam Piprawala; Procurement Administrator, Cheryl Kuszpa; Ast Director

Fin. Services, Sharon Haynes **Meeting Date:** 12/8/2025

ATTACHMENTS:

D

Description Type
Exhibit A Exhibit

■ Exhibit B

FL STATE CONTRACT UPDATE

D

Exhibit

Backup Material



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 201				
Description/Title:	Procurement Card Services			
Initial Contract Te	erm: Start Date: 09/01/2016	End Date: 09/01/2021		
Renewal Terms of	f the Contract: 2	Renewal Options for 5 years		
	(No. of Renewals)	(Period of Time)		
Renewal No	Start Date:	End Date:		
Renewal No	Start Date:	End Date:		
Renewal No	Start Date:	End Date:		
SECTION #1	VENDOR AWARD			
Vendor Name:	TD Bank			
Vendor Address:	5900 North Andrews Avenue, 2	and Floor		
Contact: Pamela Ramkalawan				
Phone: 954-233-2064		Fax: 954-233-2064		
Cell/Pager: 561-866-8368		Email Address: pamela.ramkalawan@td.com		
Website:	tdbank.com	FEIN:		
SECTION #2	AWARD/BACKGROUND INFOR	MATION		
Award Date:	8/23/16	Resolution/Agenda Item No.: 2015-155		
Insurance Require	ed: Yes X	No		
Performance Bond Required: Yes		No X		
SECTION #3	LEAD AGENCY			
Agency Name:	City of Deerfield Beach			
Agency Address:	401 SW 4 Street			
Agency Contact:	Ivelsa Guzman	Email iguzman@deerfield-beach.com		
Telephone:	954-480-4486	Fax: 954-480-4388		

TD COMMERCIAL PLUS CARD

Master Agreement

This TD Bank Commercial Plus Card Master Agreement (the "Agreement") is entered into as of August 23, 2016 between City of Deerfield Beach (the "Company"), with its main office in Deerfield Beach, Florida and TD BANK, N.A. ("TD"), a national banking association, with its main office in Wilmington, Delaware.

RECITALS

WHEREAS, TD is a member and licensee of Visa U.S.A., Inc. ("Visa") and as such is authorized to issue Visa® charge cards bearing Visa logos and service marks, to open Visa accounts, to offer Visa services and benefits as they may be made available, and to process transactions on Visa networks; and

WHEREAS, TD has developed a commercial card system composed of Visa charge cards, card controls, transaction processing, and select reports to enable a business concern to facilitate, expedite and monitor the purchase of, and payment for, goods and services acquired for the legitimate business benefit of the business concern (the "Program"); and

WHEREAS, the Company desires to participate in the Program, subject to the terms of this Agreement;

This TD Commercial Plus Card Master Agreement shall be and is hereby incorporated by reference into and forms part of the "Contract" between the parties, the terms of which include: (1) the City of Deerfield Beach Request for Proposal #2015-16/32 (the "RFP"); (2) TD Bank's Response to Request for Proposals (RFP) for Banking Services dated April 26, 2016 including the Supplemental Certification (the "Proposal"); and (3) the parties' (a) TD Commercial Plus Card Master Agreement and (b) Exhibit A Rebate Schedule (collectively the "Agreement"). The parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract shall be resolved in the following order: (1) the Agreement; (2) the RFP; and (3) the Proposal.

The negotiated terms of this agreement are intended by the parties to be utilized by other public entities in the Southeast Florida Governmental Purchasing Cooperative Group upon mutual agreement by both TD and the public entity. Each public entity's eligibility to enter into this agreement is contingent on credit approval and underwriting of the public entity by TD.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions, and covenants contained in this Agreement, the parties agree as follows:

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SECTION 1 DEFINITIONS

1.1 **DEFINITIONS.** Certain terms used in this Agreement, unless the context requires otherwise, shall have the following meanings.

"Account" means the Visa account of a Cardholder and/or the Company maintained with TD.

"Billing Cycle" means a monthly period that ends on the same day each calendar month, unless such day is not a Business Day, in which case, the last day of such period shall be the Business Day immediately before or after such day.

"Business Day" means a day, other than a Saturday or a Sunday, on which commercial banks generally are open for business in Delaware.

"Card" means a tangible Visa charge card ("Tangible Card") issued by TD pursuant to this Agreement or a virtual Visa charge card number ("Virtual Card") created by TD pursuant to this Agreement, as appropriate.

"Card Cancellation Confirmation" means a written statement executed by a Program Administrator, as defined in Section 2.6(b), in form and substance satisfactory to TD, identifying certain Cards by Account numbers and Cardholder names and confirming (i) that the Company has retrieved and destroyed such Cards, or (ii) that the Company used reasonable efforts to retrieve such Cards but was unable to do so.

"Cardholder" means an individual in whose name a Card is issued or any other employee, officer or director of, or other individual designated by, the Company as being expressly authorized to use a Card or Account.

"Cardholder Agreement" means an agreement between TD and a Cardholder governing the use of a Card or Account, as amended from time to time.

"Restricted Transaction" means a restricted transaction as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Federal Reserve Board Regulation GG (12 C.F.R. Part 233) and includes, without limitation, those in which credit, electronic fund transfers, checks, or drafts are accepted by gambling businesses in

connection with the participation by others in unlawful Internet gambling.

"Straight Through Processing" means the processing of a Transaction on Visa networks, without the use of a Tangible Card or Virtual Card, using an Account number, whereby the purchase results in a direct credit to the seller's merchant bank account.

"Transaction" means a purchase that results in a debit to an Account.

"Unauthorized Transaction" means any Transaction by a person, other than the Cardholder to whom the relevant Card, if any, was issued, who was not authorized to use such Card or Account by either such Cardholder or the Company and from which Transaction neither the Cardholder nor the Company receives any direct or indirect benefit.

SECTION 2 CARD ISSUANCE

2.1 PROGRAM PARTICIPATION.

Subject to the terms of this Agreement, TD shall issue Cards to, and/or establish Accounts for, the Company with such capabilities and with such processing of Transactions as may be offered by TD and selected by the Company. Tangible Cards shall be issued for a period of three (3) years. The Company and Cardholders shall use the Cards and Accounts for the business or commercial purposes of the Company only and not for personal, family, or household purposes or for the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224. The Company shall instruct all Cardholders to use the Cards and Accounts strictly for the business or commercial purposes of the Company.

2.2 EMBOSSING; LICENSE TO USE MARKS. If requested, TD shall prepare Cards bearing the Cardholder's name and, if the Company so elects, the Company's name, trademark, or logo (the "Marks"), in a form supplied by the Company and conforming to TD and Visa guidelines. If the Company elects to have its Marks embossed on the Cards, or provides them to TD for other purposes, then by doing so the Company grants TD a non-exclusive limited license to apply the Marks to the Cards or to use them for the purposes for which they were

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provided, so long as they are used solely in connection with the Program.

2.3 CARD DELIVERY. TD will deliver Cards and related Program materials to the Company, . Upon its receipt of any Card, the Company shall promptly deliver such Card to the Cardholder named thereon together with any related Program materials supplied by TD. From time to time during the term of this Agreement, TD may require the Company to follow certain security procedures regarding the custody and handling of Cards. The Company agrees to comply with all such security procedures.

2.4 CREDIT LIMITS; CHANGES AT THE DISCRETION OF TD.

- (a) Subject to the terms of this Agreement and the Cardholder Agreements, TD shall authorize extensions of credit with respect to (a) each Card or Account up to a specified total dollar amount (the "Account Credit Limit") set by the Company, and (b) all Cards and Accounts up to a specified total dollar amount (the "Aggregate Credit Limit") set by TD from time to time. In no event shall TD be obligated to grant credit in excess of any applicable credit limit. TD may at any time investigate the financial condition of the Company, in connection with the issuance of Cards, maintenance of Accounts, and establishment of credit limits, or as otherwise provided in this Agreement.
- (b) In its sole discretion, TD may decline to issue or establish any Card or Account for any Cardholder. In addition, TD at any time may cancel or suspend the right of any Cardholder to use any Card or Account. As a result of its investigation of the Company's financial condition, TD may increase or decrease any Account Credit Limit, increase or decrease the Aggregate Credit Limit, modify the time for payment of any amount due under this Agreement, or require collateral or additional collateral and the execution of a security agreement in the form provided by TD. In addition, TD may suspend the rights of all Cardholders to use any Cards or Accounts in the event of excessive disputes, or in the event of excessive loss, theft or unauthorized use of Cards or Accounts, as determined by TD in its sole discretion. All such actions may be taken without notice except to the extent that notice is available through the proprietary system provided by TD for use under this Agreement ("TD Commercial Plus Card Online") or as otherwise required by applicable law.

2.5 ISSUANCE, RENEWAL, REPLACEMENT AND CANCELLATION OF CARDS AND LIABILITY FOR UNAUTHORIZED USE.

- (a) Promptly following its execution of this Agreement, the Company will provide to TD an initial request (a "Card Request") electronically, using TD Commercial Plus Card Online, or in writing, using a form provided by TD. Such Card Request shall include the names, titles, business addresses, phone numbers, birth dates and last four digits of Social Security numbers of at least ten Cardholders to whom or for whom the Company wishes TD to issue a Tangible Card and/or establish an Account. The Company may, from time to time, submit additional Card Requests either electronically, using TD Commercial Plus Card Online, or in writing, using a form provided by TD. The Company agrees not to submit, without the prior written consent of TD, a Card Request with respect to any person whose Card or Account privileges have previously been cancelled.
- (b) Each Card Request must be submitted by a person identified by Company as a "Program Administrator" as that term is defined in Section 2.6(b) of this Agreement. TD shall incur no liability to the Company in acting upon any Card Request which it believes in good faith to have been made by a Program Administrator.
- (c) Where emergency issuance of a Card is requested, TD may fulfill such request at an additional charge as determined by TD from time to time. The current charge in effect as of the date of this Agreement is set forth in a separate rebate schedule provided to Company by TD (the "Rebate Schedule"). If affected through Visa, the Company shall pay any fees charged by Visa for emergency card issuance or replacement. The billing for such charge shall occur in the next billing statement for the relevant Account. Unless TD receives contrary written instructions from the Company, and subject to TD's rights hereunder, TD shall replace each expiring Card with a replacement Card at least 30 days prior to the Card's expiration date.
- (d) Each Cardholder shall be required to sign the Card issued to such Cardholder promptly and shall be subject to the terms of the Cardholder Agreement, if any.
- (e) The Company shall promptly request that a Card or Account be cancelled, or that the authority of any Cardholder to use a particular Card

or Account be terminated, as the case may be, if the Company or a Cardholder knows of or suspects the loss, theft or possible unauthorized use of a Card or Account. Such request shall be made by telephone at 1-877-839-6911 or such other number as TD may provide, and shall specify (i) the relevant Cardholder's name, Account number and last known home and business address, and (ii) such other information as the Company shall deem appropriate or TD shall reasonably request. The Company's request shall be deemed effective when TD receives such request and makes the corresponding changes in its processing system (which changes shall be made promptly, taking into account the mode of transmission and time of receipt).

- (f) The Company shall also promptly request that a Card or Account be cancelled, or that the authority of any Cardholder to use a particular Card or Account be terminated if (i) the Company wishes to cancel a Card or Account or to terminate the authority of any Cardholder to use any particular Card or Account; or (ii) the Cardholder's employment or other relationship with the Company is terminated. Such requests shall be made in accordance with Section 2.5(e).
- (g) Notwithstanding any request made by the Company for cancellation of a Card or Account, or for termination of the authority of any Cardholder to use any particular Card or Account, the Company shall be liable for any and all Transactions resulting from the use of the Card or Account prior to and (with respect to pending Transaction authorizations) on or after the effective time of such request (as provided in Sections 2.5(e) and (f), above), including any and all Unauthorized Transactions. The Company shall not be liable for Unauthorized Transactions which are authorized after TD receives notice as provided in accordance with Sections 2.5(e) and (f) above, and TD has had a reasonable opportunity to act on such notice; provided, however, that the notice relates to the Card or Account used in connection with such Unauthorized Transactions.
 - 2.6 TRANSACTION DATA, SECURITY PROCEDURES, PROCESSING PROCEDURES AND ACCOUNT MAINTENANCE.
- (a) TD shall provide the Company with user identification code and password-protected daily access to Card and Account transaction data and other reports. Such reporting shall be provided in

accordance with such manuals, training materials and other information as TD shall provide from time to time.

- (b) In order to use TD Commercial Plus Card Online and/or the Virtual Card and Straight Through Processing systems made available by TD, the Company agrees to be bound by and to adhere to the following security procedures, terms, and conditions (the "Security Procedures"), which TD may revise from time to time upon notice to the Company:
 - TD Commercial Plus Card (i) Online and Virtual Card and Straight Through Processing systems may be accessed solely through the use of user passwords identification codes and (collectively, the "Access Code"). TD shall assign an initial Access Code to an individual authorized to create disseminate additional Access Codes (such individual is referred to as the "Program Administrator").
 - (ii) The Program Administrator shall assign Access Codes to users designated by the Company as authorized to (1) access and use the Service; (2) create and disseminate Access Codes to individuals who are authorized to use TD Commercial Plus Card Online (such individuals are referred to as "Authorized Users") and (3) designate additional Program Administrators within the Company. The Company shall responsible for ensuring that each Program Administrator creates and disseminates Access Codes in accordance with TD's Security Procedures.
 - (iii) The Company shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator. TD may conclusively presume that all business conducted using an Access Code emanates from a Program Administrator or Authorized User and is conducted in the Company's name. Any unauthorized use of an Access Code (except for unauthorized use by a TD employee) shall be solely the responsibility of the Company.

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- (c) In order to use TD Commercial Plus Card Online and/or the Virtual Card and Straight Through Processing systems made available by TD, the Company agrees to be bound by and to adhere to such processing procedures, terms, and conditions (the "Processing Procedures) as TD shall establish from time to time upon notice to the Company.
- (d) TD shall provide such assistance and training to the Company as it reasonably deems necessary to enable the Company to transmit its initial Card Requests through TD Commercial Plus Card Online and/or to initiate Card Transactions through the Virtual Card or Straight Through Processing systems made available by TD. Thereafter, the Company may from time to time, in accordance with this Agreement, and in strict compliance with the Processing Procedures and Security Procedures, initiate Card Transactions through the Virtual Card or Straight Through Processing systems made available by TD and/or use TD Commercial Plus Card Online to make additional Card Requests and to perform certain Account maintenance functions, including, without limitation, adjustment of Account Credit Limits, blocking of Visa Merchant Category Codes ("MCCs"), and cancellations or terminations of Cards or Accounts if the Cardholder's employment or relationship with the Company is terminated or for any reason other than loss, theft, or possible unauthorized use.

SECTION 3 CARD AND ACCOUNT USE

3.1 PURCHASES. Cardholders may use Cards and Accounts to purchase, in the normal course of business, goods and services in accordance with the MCCs selected or blocked at the Company's request and in accordance with any transactional limits established by the Company. TD shall use reasonable efforts to deny a request for any purchase authorization that falls outside such parameters or for any purchase authorization it believes is an Unauthorized Transaction, provided Transaction authorization is required. The parties acknowledge, however, that authorizations and declinations are necessarily based on the accuracy of the Transaction data transmitted to TD. Under no circumstances shall TD be liable to the Cardholder or the Company (nor shall the Company be relieved of its obligation to pay the amounts charged or advanced) in the event any such Transactions are permitted on the basis of inaccurate or misleading data or other factors beyond the reasonable control of TD.

Transaction is subject to the terms and conditions of this Agreement and to the terms and conditions of the Cardholder Agreement, if any, in effect at the time of the Transaction. TD shall have no obligation or responsibility to the Company or to any Cardholder in the event that any merchant, entity or person refuses to honor a Card or Account. A Card or Account may be used only by the Cardholder to whom it is issued or who is authorized to use it, as the case may be, and may not be transferred to another Cardholder or any other person or entity, and any such attempted transfer shall automatically be void.

Without limiting any other rights of TD hereunder or under applicable law, TD may refuse to authorize any Transaction in the event that: (a) any balance owed by the Company in respect of the Account to which such Transaction relates or any balance owed by the Company on any Account, is past due; (b) the amount of the Transaction plus the balance (including Transactions outstanding authorized but not yet posted) of all Accounts would exceed the Aggregate Credit Limit; (c) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) of the relevant Account would exceed the Account Credit Limit for such Account; or (d) any other reason exists for declining a Transaction as set forth in this Agreement, in the Cardholder Agreement, if any, in the operating regulations of Visa, or under applicable law.

3.3 ADDITIONAL DUTIES OF THE COMPANY. The Company shall:

- (a) make sure that there are at least ten Cardholders at all times, if the Company elects to use Tangible Cards;
- (b) not exceed or permit Cardholders to exceed their respective Account Credit Limits or the Aggregate Credit Limit;
- (c) make all reasonable attempts to ensure that each Cardholder complies with the terms of the Cardholder Agreement;
- (d) promptly advise Cardholders of any changes made to their Account Credit Limits, whether made by the Company or by TD;
- (e) not impose any liability on any Cardholder for an Unauthorized Transaction on any Card or Account in excess of the amount permitted

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under Regulation Z of the Consumer Financial Protection Bureau, 12 C.F.R. Part 1026, as amended;

- (f) return to TD, and/or provide a Card Cancellation Confirmation with respect to, any Card and related Program Materials, promptly following any request for cancellation of such Card, and all Cards and related Program materials, promptly following the expiration or termination of this Agreement; and
- (g) permit TD to setoff from the deposit account specified by the Company the amount due by the payment due date specified in the billing statement.

3.4 EXPENSEREPORTING; DISCLOSURE OF ACCOUNT INFORMATION. The Company may from time to time, by written instruction in form and substance satisfactory to TD, direct TD to furnish specific Transaction data to third parties that provide expense reporting products or services to the Company. Solely for the purpose of facilitating the Company's expense reporting objectives, TD shall transmit to such third parties the Transaction data identified in such instructions.

- 3.5 COMPANY **OBLIGATIONS** RELATING TO DISCLOSURE OF ACCOUNT INFORMATION AND INTERNATIONAL PROGRAMS. The Company shall clearly disclose to each of its Cardholders the extent, if any, to which TD will provide Transaction and Account information to third parties pursuant to Section 3.4 above or to an alliance bank through an international card program. Furthermore, the Company agrees not to submit a Card Request for any individual residing outside the United States without first obtaining approval from TD.
- 3.6 UNLAWFUL INTERNET GAMBLING. Restricted Transactions are prohibited from being processed through any Account or relationship with TD. In the event TD identifies a suspected Restricted Transaction, TD may deny services to the Company, close the Company's Account, and prohibit future transactions. Notwithstanding the foregoing, in the event a Restricted Transaction is processed, the Company will be liable for the transaction.

SECTION 4 LIABILITY FOR USE

4.1 PROMISE TO PAY.

- (a) Unless prohibited by applicable law, or otherwise provided in accordance with any liability waiver program provided by Visa (the "Visa Liability Waiver Program"), the Company shall be liable for all Transactions that result from the Use of any Card or Account prior to and (with respect to pending Transaction authorizations) on or after the effective time of a request for cancellation or termination of a Card or Account (as provided in Sections 2.5(e) and (f) above), including but not limited to (i) Transactions by a Cardholder for business or commercial purposes of the Company in compliance with this Agreement, (ii) Transactions by a Cardholder, or a person authorized by a Cardholder, for personal family or household purposes, for the purpose of purchasing or carrying margin stock or securities, or for any other purpose, in violation of this Agreement, from which the Cardholder receives a direct or indirect benefit, and (iii) Unauthorized Transactions resulting from the use of the Card or Account prior to (and with respect to pending Transaction authorizations) on or after the effective time of a request for cancellation or termination of a Card or Account (as provided in Sections 2.5(e) and (f) above). The Company shall not be liable for Unauthorized Transactions which are authorized after TD receives notice as provided in accordance with Sections 2.5(e) and (f) above, and TD has had a reasonable opportunity to act on such notice; provided, however, that the notice relates to the Card or Account used in connection with **Unauthorized Transactions.**
- (b) Regardless of any Account Credit Limits or the Aggregate Credit Limit, the Company agrees to pay and perform when due all of its obligations under this Agreement ("Obligations"), including without limitation:
 - (i) with respect to all Accounts, the indebtedness, obligations and liabilities arising under such Accounts, including, without limitation, all fees, finance charges and other amounts payable under or in connection with each such Account; and
 - (ii) any and all costs (including, but not limited to, reasonable

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attorneys' fees and disbursements, court costs, litigation and other expenses) incurred in enforcing the obligations of the Company hereunder.

- (c) The Company's Obligations shall be enforceable irrespective of the validity, legality or enforceability of the Cardholders' obligations and shall not in any way be affected by or conditional upon (i) any action taken under the Cardholder Agreements or the exercise of any right or power thereby conferred, (ii) the bankruptcy or similar proceedings involving or affecting a Cardholder, the Company or others, (iii) any modification, alteration, or amendment of, or addition to, any Cardholder Agreement whether with or without the Company's knowledge or consent, or (iv) any other action, inaction or circumstance whatsoever (with or without notice to or knowledge of or consent by the Company) that may in any manner vary the risks of the Company, except to the extent that notice and/or consent may be required by applicable law.
- (d) Except as expressly set forth herein, the Company hereby waives all presentments; demands for performance or payment; protests; notices of protest, nonperformance, dishonor, default and non-payment; notices of the existence, creation or occurrence of new or additional obligations by the Cardholders; and all other notices or formalities.
- (e) All amounts due under the Cards and Accounts shall be billed directly to the Company via periodic statements and shall be payable in full upon receipt by the Company. Such statements may, at TD's option, be sent by mail or made available electronically via TD Commercial Plus Card Online, the Internet, or other means. The Company shall remit payment to TD under the terms described herein.
- (f) All payments hereunder shall be made in U.S. dollars and by ACH debit from an account designated by the Company. In the event that there are insufficient funds in that account, the Company hereby authorizes TD to charge any unrestricted deposit account which the Company may maintain with TD for any payment required hereunder, without prior notice to the Company.
- (g) All charges will be posted to Accounts in U.S. dollars. If a Card or Account is used for a transaction in a currency other than U.S. dollars, the transaction will be converted to U.S.

dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If the credit has a different processing date then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on the Account.

4.2 DISPUTED AMOUNTS.

- (a) The Company and its Cardholders shall use their best efforts to resolve all business-to-business purchase disputes directly with the relevant merchants, including, without limitation, any disputes relating to price discrepancies or to quality, warranty, or performance issues.
- (b) The Company may dispute an amount reflected on a billing statement only if (i) the amount does not reflect the actual amount of the Transaction; (ii) the Transaction did not result from the use of the relevant Card or Account; or (iii) the amount being disputed is a fee that is not properly accrued under this Agreement. Unless otherwise provided in the Visa Liability Waiver Program, or any successor program established by Visa, the Company may not dispute an amount reflected on a billing statement on the grounds that the Transaction is an Unauthorized Transaction (other than an Unauthorized Transaction which is authorized after TD receives notice as provided in accordance with Sections 2.5(e) and (f) above, and TD has had a reasonable opportunity to act on such notice; provided, however, that the notice relates to the Card or Account used in connection with such Unauthorized Transactions), or on the grounds that the Transaction resulted from a Cardholder, or a person authorized by a Cardholder, using a Card or Account for personal, family or household purposes, for the purpose of carrying margin stock or securities, or otherwise in violation of this Agreement, as the result of which the Cardholder received a direct or indirect benefit.
- (c) In addition, the Company may not dispute an amount reflected on a billing statement unless the Company sends a written notice of the dispute that (i) is received by TD at the address for such notices specified by TD no later than 60 days after TD transmitted the first billing statement that reflected the alleged error, (ii) enables TD to identify the Cardholder's name and Account number, and (iii)

to the extent possible, indicates the Company's belief and the reasons for the belief that an error exists, and the type, date and amount of the error. TD shall promptly investigate the dispute. If TD determines that the amount is properly payable, the Company will remit such amount to TD on the Company's receipt of its next billing statement. Fees and finance charges will not accrue with respect to the disputed amount pending resolution of the dispute.

- (d) The Company may <u>not</u> withhold payment of any amount due for any goods or services purchased using a Card or Account on the ground that it has a dispute with the merchant as to quality, warranty, or performance issues, even if it has tried in good faith to resolve the dispute with the merchant, even if the merchant is owned or operated by TD, and even if TD mailed or electronically transmitted to the Company the advertisement for the goods or services.
 - 4.3 CHARGEBACKS. If the Company reasonably believes that any Transaction, including Unauthorized any Transaction, has been posted to an Account as a result of fraud, unauthorized use, or any other circumstance under which the merchant may be held liable under applicable Visa rules, the Company shall so notify TD in writing. TD shall attempt to charge the Transaction back to the merchant in accordance with Visa procedures. Any accepted chargeback will be credited to the Company's or Cardholder's next billing statement. Unless otherwise provided in Visa Liability Waiver Program, or successor program established by Visa, the Company shall not be relieved of liability for the Transaction if the chargeback is rejected in accordance with Visa rules. If the chargeback is rejected in accordance with Visa rules, the Company will remit such amount to TD on the Company's receipt of its next billing statement. Fees and finance charges will accrue with respect to the Transaction pending resolution of the chargeback but will be assessed only if the chargeback is rejected.

SECTION 5 PROGRAM FEES, TERM AND TERMINATION, DEFAULT, REMEDIES AND DAMAGES

5.1 FEES AND PERIODIC FINANCE CHARGES.

- (a) Fees: The Company agrees to pay to TD the fees described in the Rebate Schedule. Such fees will be included in the Company billing statement for the Billing Cycle in which they accrue. Fees not listed in the Rebate Schedule but agreed by the Company may be invoiced separately and each such invoice shall be payable upon receipt. If the Rebate Schedule includes Annual Membership Fees, these fees are earned when assessed, are non-refundable, and are not subject to any pro rata rebate if the Account is terminated prior to expiration of the period for which the fees were assessed.
- (b) Periodic Finance Charges: Company agrees to pay to TD Periodic Finance Charges as described in this section 5.1(b). Such finance charges will be included in the Company billing statement for the Billing Cycle in which they accrue. If the "New Balance" of an Account is not paid on the payment due date, a Periodic Finance Charge will begin to accrue on each Transaction in the Account from the date of the Transaction and will continue to accrue to the date of full payment. TD will figure the Periodic Finance Charges on each Account by applying a Monthly Periodic Rate to the Average Daily Balance for the Account, including current purchases, unpaid finance charges, and any other unpaid fees or charges. TD will calculate the Monthly Periodic Rate by dividing the Annual Percentage Rate ("APR") by twelve (12). The APR is set forth in the "Applicable/Potential Fees" section of the Rebate Schedule, under the heading "Finance Charge." To get the Average Daily Balance, each day TD takes the beginning balance of an Account, adds any new purchases, and subtracts applicable credits and payments. This gives the daily balance. Then, TD adds all the daily balances for the Billing Cycle and divides the total by the number of days in the Billing Cycle. This gives the Average Daily Balance, including new purchases, unpaid finance charges, and any other unpaid fees or charges. If the Previous Balance of a current Billing Cycle is either a zero or a credit balance, then the Average Daily Balance will be considered to be zero.
 - 5.2 TERM. This Agreement shall have an initial term (the "Initial Term") of five years commencing on the date hereof and shall be renewed upon mutual written agreement for up to 2 successive five-year terms (each a "Renewal Term") unless written notice of termination is given by either party at least 30 days prior to the end of the Initial Term or any Renewal Term. In addition, either party may terminate this Agreement at any time upon 30 days' prior written notice to the other party. Upon the

expiration or termination of this Agreement for any reason, the Company agrees to retrieve all Cards and related Program materials from Cardholders, cut such Cards in half, return the Cards and related Program materials to TD, and/or provide a Card Cancellation Confirmation with respect to such Cards and related Program materials. Excluding any transaction amounts that have been timely reported by Company and confirmed by TD as Unauthorized Transactions, upon termination of this Agreement for any reason, all amounts due including fees and transactions, shall become immediately due and payable by setoff within the billing grace period in effect at the time of termination.

5.3 DEFAULT. As used in this Agreement, the term "Default" shall mean: (i) failure of the Company to remit payment to TD in accordance with the terms hereof; (ii) the failure of either party to comply with any other term of this Agreement or any other agreement between the parties, provided such failure is not remedied within 15 days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation by the Company of any facts, either in this Agreement or in its financial information provided to TD in connection with this Agreement, that prove to have been materially incorrect or misleading when such representation was made; (iv) the filing by or against either party of any petition in insolvency, receivership, bankruptcy, reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority with respect to the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order, or award against either party that has a material adverse impact on the financial condition of the party; (vii) any change in control or material change of ownership of the Company or any event of either party having a material adverse financial impact on the party or a detrimental effect on the Company's ability to perform the Obligations, including, without limitation, the taking of any action by the Company to consolidate or merge or sell any substantial part of its assets; (viii) any default by the Company under the terms of any material indebtedness owed by the Company to TD, or other TD related entity; (ix) excessive fraudulent or other unauthorized use of Cards or

Accounts or credit losses with respect thereto as determined by TD, in its sole discretion; or (x) failure of the Company to satisfy the requirements of TD under Section 2.4 (b). In addition, if this Agreement is secured, even as a result of cross collateralization, the term "Default" includes any event not listed above that is a default under the applicable security agreement.

5.4 REMEDIES FOR DEFAULT; DAMAGES.

- (a) Either party may terminate this Agreement at any time upon the Default of the other party. Except where a remedy is expressly provided herein or as otherwise provided in this Section 5.4, termination of this Agreement will be a party's sole remedy for breach; provided, that no termination or expiration of this Agreement shall release or discharge the Company from the payment of any amount otherwise payable under this Agreement.
- (b) Upon a Default by the Company, in lieu of termination of this Agreement, TD may, in its sole discretion, shorten the Billing Cycle until such time as TD determines to reinstate the interval for the Billing Cycle or suspend all services and obligations hereunder until such time as TD determines to reinstate such services and obligations. By shortening the Billing Cycle or suspending its services and obligations, TD shall not be deemed to have waived any right which it may have, whether as a result of the Default or otherwise, to terminate this Agreement.
- (c) A breaching party shall be liable for any actual damages caused by its breach, but neither party will be liable under any provision of this Agreement for any punitive or exemplary damages, or for any special, indirect or consequential damages (including, without limitation, costs incurred in developing and implementing the Program, lost revenues, lost profits, or lost prospective economic advantages) arising from or in connection with any performance or failure to perform under this Agreement, even if such party knew or should have known of the existence of such damages, and each party hereby releases and waives any claims against the other party for such damages.

SECTION 6 MISCELLANEOUS

6.1 REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that this Agreement constitutes the legal, valid, binding and enforceable agreement of such party and that its execution and performance of this Agreement (a) do not constitute a breach of any agreement of such party with any third party, or of any duty arising in law or equity, (b) do not violate any law, rule or regulation applicable to it, (c) are within its corporate powers, and (d) have been authorized by all necessary corporate action of such party. In addition, if this Agreement is secured, even as a result of cross collateralization, the Company also makes the representations and warranties set forth in the applicable security agreement.

6.2 NOTICES. Except as otherwise herein, provided notice or any other communication required to be given under this Agreement may be given electronically, using the TD Commercial Plus Card Online system or the e-mail address of the primary contact for the Company. TD shall incur no liability to the Company in acting upon any notice or other communication given electronically which it believes in good faith to have been made by an Authorized User. Any notice or other communication required to be in writing shall be delivered personally, by overnight delivery via a nationally-recognized delivery service or by prepaid registered or certified mail, return receipt requested, addressed to the relevant party at such address as such party may from time to time designate in writing to the other. The date of delivery of a notice (i) delivered personally shall be deemed to be the date delivered; (ii) sent by overnight delivery shall be deemed to be the following day; and (iii) sent by mail shall be deemed to be three Business Days after the date on which such notice is deposited in the United States mail.

6.3 CHANGES. With respect to the rebate schedule and service fees provided on pages 42 and 43 of the Proposal, during the Initial Term, TD may amend upon mutual written agreement. For all other provisions, and with respect to the rebate schedule and services fees during any Renewal Term, TD may, at any time, amend this Agreement, any Cardholder Agreement, and/or the Program in its sole discretion. Except as expressly provided

otherwise elsewhere in this Agreement or as required by applicable law, changes to this Agreement and/or the Program generally will be effective immediately upon notice to Company. Changes to any Cardholder Agreement shall be effective immediately upon receipt by the Cardholder of notice of such changes unless otherwise required by applicable law. Company will be deemed to accept any such changes if Company or any Cardholder utilizes the Program after the date on which the change becomes effective. Company will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing hereunder, even if TD amends this Agreement. Notwithstanding anything to the contrary in this Agreement, if TD believes immediate action is required for security purposes, TD may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Company.

6.4 FINANCIAL STATEMENTS; NOTICE OF BOND RATING CHANGE. The Company agrees to furnish TD copies of its financial statements, in a form acceptable to TD, as soon as available, but not later than 150 days following the end of each fiscal year of the Company. All such financial statements shall include an income statement for the applicable fiscal year and a balance sheet, shall have been prepared in accordance with generally accepted accounting principles, consistently applied, and shall be in accordance with the books and records of the Company. In addition, the Company shall provide, in a timely manner, procurement or purchase-related transaction and spending data and such other current financial information concerning the Company and the use of the Cards and Accounts as TD may request. If applicable, the Company will notify TD within five business days of any change in the Company's bond rating.

6.5 ASSIGNMENT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns; provided, that the Company may not assign this Agreement or any interest, payment, or rights hereunder without the prior written consent of TD, and any such attempted assignment without such consent shall automatically be void.

6.6 FORCE MAJEURE. If either party is rendered unable, wholly or in part, by a

force outside the control of such party (including, but not limited to, an act of God, war, fire, flood, explosion, act of governmental authority, strike, civil disturbance or breakdown of telephone, computer or automated mailing equipment) to carry out its obligations under this Agreement (other than a payment obligation), or TD is notified by a state or federal regulatory body or by Visa that any aspect of the Program or this Agreement does not comply with any applicable law, regulation, rule, policy, or order applicable to TD, the affected party shall give the other party prompt written notice to that effect. Thereafter, the affected obligations of the party giving the notice shall be suspended and the failure to perform such obligations shall not be deemed a breach of or Default under this Agreement so long as the affected party is unable to so perform for such reason. A party excused from performance pursuant to this Section 6.6 shall exercise all reasonable efforts to continue to perform its obligations hereunder and shall thereafter continue with reasonable due diligence and good faith to remedy its inability to so perform.

6.7 ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between and among the parties on the subject matter hereof and supersedes all prior proposals, negotiations, agreements and understandings between the parties. All recitals, exhibits and addenda attached hereto are hereby incorporated by reference and made a part of this Agreement.

6.8 SEVERABILITY AND WAIVER. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby. No course of dealing and no delay or omission by either party in exercising any of its rights under this Agreement in a particular instance shall be construed as a waiver of those rights or any other rights for any purpose and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of either party on any future occasion.

6.9 CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with federal law, and, to the extent not preempted, the substantive laws of the state where

the Company has its main office, without regard to the conflict of law principles thereof, except that pursuant to requirement of the National Bank Act 12 USC 85, all credit shall be extended from Delaware and all credit terms, including, but not limited to, the account set up charges, the fees and periodic finance charges, the date finance charges begin to accrue if the new balance is not paid on the payment due date, the method of determining the balance upon which periodic finance charges will be imposed, and the allocation of payments and credits, will be governed by and construed in accordance with federal law and the laws of the State of Delaware, to the extent incorporated into federal law, without regard to the conflict of law principles thereof.

6.10 SURVIVAL. Sections 1, 4, 5.4, 6.9, 6.10, 6.11, 6.16, 6.17, 6.18, 6.19 and 6.20 shall survive the termination or expiration of this Agreement.

6.11 CONFIDENTIALITY. All information furnished by either party in connection with this Agreement, the Program, or the Transactions contemplated hereby shall be kept confidential (and shall be used by the other party only in connection with this Agreement), except to the extent that such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, federal banking regulators, Florida's Public Records Law, or any other agency of any government, or (d) is required by law to be disclosed, provided that notice of such disclosure has been given (when legally permissible) by the party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other party to take legal action to prevent the disclosure. The parties shall advise all employees, consultants, advisors, agents and other representatives (collectively, "representatives") who will have access to any confidential information of the obligations contained herein. The parties shall not distribute, disclose, or disseminate confidential information to anyone except its representatives who are involved in this Agreement, the Program, or the Transactions contemplated by the parties. Upon termination of this Agreement, each party shall promptly cause all copies of documents or extracts thereof containing any such information and data which has been provided by or which relates to the other

party to be returned to such other party; provided, that each party may retain in its files copies of such materials as it shall deem necessary solely for archival purposes.

6.12 NAME AND TRADEMARK. Except as otherwise provided herein, neither party shall use the name or logo of the other party without such party's written consent.

6.13 VISA FEE ADJUSTMENTS. In the event that there is a change deemed by TD to be material in the way TD is compensated by Visa, TD may seek to renegotiate the financial terms of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then TD at its option may (a) allow this Agreement to remain in effect without any such adjustment, or (b) terminate this Agreement upon written notice to the Company.

6.14 RELATIONSHIP OF PARTIES. Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between TD and the Company. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or

agent for the other party.

6.15 PATRIOT ACT; ANTI-TERRORISM LAWS. (a) Neither the Company nor any affiliate of the Company is in violation of any statute, treaty, law (including common law), ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any governmental authority relating to terrorism or money laundering, including Executive Order No. 13224 and the USA Patriot Act (collectively, "Anti-Terrorism Law") or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. (b) Neither the Company nor any affiliate of the Company, or to the Company's knowledge, any Cardholder, is any of the following (each a "Blocked Person"): (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (ii) a person owned

or controlled by, or acting for or on behalf of, any person that is lifted in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (iii) a person with which TD is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224; (v) a person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (vi) a person who is affiliated with a person listed above.

6.16 JURISDICTION AND VENUE. TD and the Company irrevocably submits to the nonexclusive jurisdiction of Federal or state located in the 17th Judicial Circuit, Broward County Florida over any suit, action or proceeding arising out of or relating to this Agreement. TD and the Company irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. TD and the Company hereby consent to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the address shown in this Agreement or as notified to either party and (ii) by serving the same upon either party in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the party.

6.17 JURY THE WAIVER. COMPANY AND TD EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND **AFTER** AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS HEREUNDER, ALL MATTERS CONTEMPLATED HEREBY AND ALL DOCUMENTS EXECUTED IN CONNECTION **HEREWITH** AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH

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ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED. THE COMPANY CERTIFIES THAT NEITHER TD NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT TD WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

6.18 SAVINGS CLAUSE. If the Company is at any time obligated to pay fees or finance charges in excess of the maximum fees or finance charges permitted by applicable law, then the fees and finance charges, as appropriate, shall be immediately reduced to the maximum amount permitted by applicable law and all payments in excess of the maximum amount shall be deemed to have been payments in reduction of the unpaid balance of the Account.

6.19 LIMITATION OF LIABILITY

(a) Limitation of Liability. To the maximum extent provided by law neither party will be liable to the other for any special, punitive, exemplary, indirect or consequential damages, including but not limited to, lost profits and lost revenues, without regard to the form of the claim or action or whether the claim is in contract, tort or otherwise, and even if the defending party knew or should have known such losses or damages were possible or likely, but shall only be liable for damages arising from its negligence, willful misconduct or breach of this Agreement.. Notwithstanding anything to the contrary in this Agreement, in no event shall TD be liable to the Company for losses or damages of any kind whatsoever incurred during the term, including by way of breach or indemnity, in an amount greater than \$10,000 in the first year of the Agreement and for subsequent years, one-half of one percent (0.5%) of the preceding year's annual Net Spend by the Company Without limiting the generality of anything contained in this section, TD shall not be liable for any damages of any kind, no matter what the cause, that arise, occur or result from: (i) the Company using the TD Commercial Plus Card Online system, (ii) the Company's opening ports on its firewalls, or (iii) problems with or defects in equipment, software or services not provided by TD.

Notwithstanding the foregoing, the Company, hereby agrees that TD, its affiliates, and their respective directors, officers, employees, agents, and attorneys (collectively, the "TD Group") shall not be liable or responsible to the Company under this Agreement for any loss, claim, damages, liability, cost, expense, action or cause of action whatsoever that the Company, any Cardholder, or any third party now have or may hereafter have or threaten against any member of the TD Group, or to which any member of the TD Group may become subject, arising out of or relating to this Agreement, for, (i) actions taken by TD upon the instructions of the Company or any Authorized User, (ii) any maintenance activity performed by any member of the Company Group or by any other person (other than an employee or agent of TD) using a Company Access Code; provided, however, that Company shall not be liable for unauthorized use of a Company Access Code after the Company provides notice to TD that the Access Code has been lost, stolen or compromised, and TD has had a reasonable opportunity to act on such notice, or (iii) any Unauthorized Transaction resulting from the use of the Card or Account prior to with respect to pending Transaction authorizations) on or after the effective time of a request for cancellation or termination of a Card or Account (as provided in Sections 2.5(e) and (f) above). The Company shall not be liable for Unauthorized Transactions which are authorized after TD receives notice as provided in accordance with Sections 2.5(e) and (f) above, and TD has had a reasonable opportunity to act on such notice; provided, however, that the notice relates to the Card or Account used in connection with such Unauthorized Transactions.

(b) No Guaranty of Uninterrupted/Error-Free Program. TD attempts to ensure that Cards will be operational. However, TD cannot warrant that the Program will be uninterrupted or error free, due to limitations of TD's authorization systems, systems management and ordinary stand-in processes, and of the applicable network commercial card system including Merchant setup features, and other systems outside of the TD's reasonable control. The Company therefore waives any and all claims that it may have against TD arising out of the use and performance of the Program, except for claims for damages referred to in Section 6.19(a).

- (c) Disclaimer of Bank Liability for Defective/Poor-Quality Merchandise or Services Acquired via Card. TD is not responsible for any defects in or poor quality of the merchandise or services obtained by means of any Card Account. Any claim or dispute between the Company and a Merchant or Supplier, including with respect to Merchant's Supplier's or right compensation, will be the object of a direct settlement among the Company and the Merchant or Supplier and any such dispute will not affect the Company's obligation to pay all Charges in full to TD in accordance with the terms of this Agreement.
- (d) Disclaimer of Bank Liability for Third-Party Actions/Omissions. The Company also acknowledges that some aspects of the Program, benefits or enhancements may from time-to-time be supplied directly to Company by third-parties who are not Affiliates of TD. TD is not responsible or liable for anything in connection with products or services provided by such third-parties directly to the Company. This agreement is only between TD and the Company and neither party shall have liability hereunder to any third party.
- (e) Company Obligation. Except as limited by the Florida Constitution and Section 768.28, Florida Statutes (2014), as amended or revised, Company shall reimburse TD for any and all judgments in tort, including any award of reasonable attorneys' fees and any award of reasonable expenses, (collectively "Claims") entered against TD that arise out of or relate to any and all: (i) Company's or any Cardholder's/Authorized User's/Program Administrator's material breach of Agreement, including, but not limited to confidentiality and information security breaches and breaches of representations and warranties; (ii) Company's or any Cardholder's/Authorized User's/Program Administrator's negligent or wrongful act or omission; (iii) judgments in favor of a third party (including, without limitation, TD's providers whose products or services are utilized for Program delivery, suppliers from whom Company, Cardholders or Authorized

Users purchase products/services pursuant to the Program, or governmental and other regulatory authorities), which TD has reimbursed or may be obligated to pay as a result of any of the foregoing matters described in subsections (i) and (ii) above. (iv) For purposes of this section, if any such claims are not torts under Florida law, then TD may immediately terminate this Agreement if it becomes apparent, in the opinion of its counsel, that TD will face unreimbursed exposure to any of the foregoing claims. In such case, TD reserves the right to pursue any other remedy available by law. Company further acknowledges that, subject to the conditions and limitations stated in this Agreement, it is responsible for the uses of a card by a Cardholder/Authorized User as specified in this Agreement, and therefore Company agrees that it shall either pursue or settle directly with any Cardholder any dispute related to such use, and that TD shall not be responsible or liable for any such uses and that TD may also immediately terminate this Agreement if it becomes apparent, in the opinion of its counsel, that TD will face unreimbursed exposure for any such uses in such circumstances. Company further acknowledges and agrees that, in the absence of negligence or intentional misconduct on the part of the TD, any actions TD takes or any actions TD decides not to take based on directions or instructions of the Company, a Cardholder, any Authorized User or Program Administrator shall be deemed authorized by the Company, and Company shall make no claims against TD for such actions, and that TD may immediately terminate this Agreement if it becomes apparent, in the opinion of its counsel, that TD will face unreimbursed exposure to any such claims made by Company or any other person. TD acknowledges that Company is a Florida municipal corporation and enjoys sovereign immunity. Nothing in this Agreement is intended, nor shall be construed or interpreted, to alter or waive the Company's entitlement to sovereign immunity, or to extend or modify the Company's liability beyond the limits established in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute.

6.20 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

IN WITNESS WHEREOF, the duly authorized representative of the Company has executed this Agreement as an instrument under seal as of the day and year first written above.

By: Jean M. Robl
Print Name: Jean M. Robb
Title: Mayor
TD D . I . N .
TD Bank, N.A.
By: Pamela Ramkalawan
Print Name: Panela Rankalawan
Tiller Vice Pracidant

COMPANY: City of Deerfield Beach

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Exhibit A

Pricing Prepared for: Southeast FL Governmental Purchasing Cooperative Group

Rebate Program:

The TD Commercial Plus Card & TD ePayables Rebate Program financially rewards clients for making procurement, travel and AP payments using their TD Bank issued commercial card solution. The program offers an increased rebate incentive for incrementally expanding annual spend volumes. The attractive program's annual spend and rebate tiers are outlined below:

Rebate So	chedule - Level I, II	and III Interchange	
	G race Period - 14	days/monthly, 7days/bi-weel	kly & 2 days/weekly
	Settlement Cycle		
Annual Spend ¹	Monthly	Bi-Weekly	Weekly
		Rebate in Basis Points ²	
> \$28,000,000	173	178	183
\$18,000,000 - \$28,000,000	168	173	178
\$10,000,000 - \$17,999,999	153	158	163
\$5,000,000 - \$9,999,999	130	140	145
\$1,000,000 - \$4,999,999	100	105	110
>\$500,000 - \$999,999	60	70	- 75
Rebate Sc	hedule - Specialize	ed B2B Interchange	
Interchange Typ	e	Rebate in Ba	asis Points ²
Vis a Purchasing Large Ti	cket (PLT)	39	5
Visa Large Purchase Advantage (LPA)		20	

¹ Annual Dollar Spend = Purchase totals less returns for 12 month period from first month with spend

² Rebates paid annually

Exhibit A

Sign On Bonus:

As an added benefit to the entities that comprise the **Southeast FL Governmental Purchasing Cooperative Group**, TD Bank may, at its sole discretion, negotiate an additional annual bonus with individual government entities that will commit to a five year term AND individually exceed \$10,000,000 in annual spend within a calendar year.

Contingency:

Enrollment in this program is contingent on credit approval and underwriting.

Applicable / Potential Fees:

Custom logo on cards Custom logo on cards Outbound reporting file:

Custom mapping and programmingData Transmission

- Data Transmission

Data Transmission File (Visa VCF 4.4)

Commercial Card Online Commercial Card Online Special request items:

Express Card DeliveryPrinted Statements

Cash Advance:

Foreign Transaction Fee

Finance Charge

\$700.00

(Waived for annual spend over \$300,000)

\$150.00 per hour \$200.00 per month

(Waived for annual spend over \$300,000)

\$150 per month

\$90 per month (Annual spend under \$300,000)

(Waived for annual spend over \$300,000)

\$25.00 per card \$1.00 per statement

3.00%. Minimum of \$5.00 / Maximum of \$50.00

1.00%

13.90% APR

<u>C</u>	<u>lient Acceptan</u>	ce:		
	Signature:	All For Burgess Hanson		,
	Printed Name:	David Santucci		
	Title:	Acting Asst. City Manager	Date:	8/3/16



Exhibit A

Rebate Schedule

TD Bank, N.A.

Ву:	Pamela Ramkalawan		
Printed Name:	Panela Rankalawan		
Title:	Vice President	Date:	



Pricing Prepared for: Southeast FL Governmental Purchasing Cooperative Group

Rebate Program:

The TD Commercial Plus Card & TD ePayables Rebate Program financially rewards clients for making procurement, travel and AP payments using their TD Bank issued commercial card solution. The program offers an increased rebate incentive for incrementally expanding annual spend volumes. The attractive program's annual spend and rebate tiers are outlined below:

Rebate Schedule - Level I, II and III Interchange				
Grace Period - 2 Days				
	Settlement Cycle			
Annual Spend ¹	Monthly	Bi-Weekly	Weekly	
	Rebate in Basis Points ²			
> \$28,000,000	173	178	183	
\$18,000,000 - \$28,000,000	168	173	178	
\$10,000,000 - \$17,999,999	153	158	163	
\$5,000,000 - \$9,999,999	130	140	145	
\$1,000,000 - \$4,999,999	100	105	110	
>\$500,000 - \$999,999	60	70	75	
Rebate So	Rebate Schedule - Specialized B2B Interchange			
Interchange Type		Rebate in Basis Points ²		
Visa Purchasing Large Ticket (PLT)		35		
Visa Large Purchase Advantage (LPA)		20		

¹ Annual Dollar Spend = Purchase totals less returns for 12 month period from first month with spend

² Rebates paid annually



Bonus:

As an added benefit to the entities that comprise the **Southeast FL Governmental Purchasing Cooperative Group**, TD Bank may, at its sole discretion, negotiate an additional annual bonus with individual government entities that will commit to a five year term AND individually exceed \$10,000,000 in annual spend within a calendar year.

Contingency:

Enrollment in this program is contingent on credit approval and underwriting.

Applicable / Potential Fees:

Custom logo on cards \$700.00
Custom logo on cards (Waived for annual spend over \$300,000)
Outbound reporting file:

- Custom mapping and programming \$150.00 per hour - Data Transmission \$200.00 per month

- Data Transmission (Waived for annual spend over \$300,000)

Data Transmission File (Visa VCF 4.4) \$150 per month

Commercial Card Online \$90 per month (Annual spend under \$300,000)

(Waived for annual spend over \$300,000)

Special request items:
- Express Card Delivery \$25.00 per card
- Printed Statements \$1.00 per statement

Cash Advance: 3.00%. Minimum of \$5.00 / Maximum of \$50.00

Foreign Transaction Fee 1.00% Finance Charge 13.90% APR

Client Acceptance:

Signature:		
Printed Name:		
Title:	Date:	



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No			
Description/Title:			
Initial Contract Term:	Start Date:	End Date:	
Renewal Terms of the		Renewal Options for	
	(No. of Renewals)	(Period of Time)	
	t Date:	End Date:	
Renewal No Star	t Date:	End Date:	
Renewal No Star	t Date:	End Date:	
SECTION #1	VENDOR AWARD		
Vendor Name:			
Vendor Address:			
Contact:			
Phone:		Fax:	
Cell/Pager:		Email Address:	
SECTION #2	AWARD/BACKGROUND INFO	RMATION	
Award Date:		Resolution/Agenda Item No.:	
Insurance Required:	Yes	No	
Performance Bond Red	quired: Yes	No	
SECTION #3	LEAD AGENCY		
Agency Name:			
Agency Address:			
Agency Contact:		Email	
Telenhone:		Fax	

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and TD BANK (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Procurement Card Services (the services) pursuant to RFP #2015-16/32; and

WHEREAS, the initial CONTRACT term is five (5) years, beginning August 23, 2016 and expiring August 22, 2021; and

WHEREAS, the terms and conditions of the CONTRACT provide two (2) additional five (5) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the two (2) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on August 23, 2021 and will expire on August 22, 2026, (One (1) five (5) year renewal option remaining) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

HONY SOROKA, CITY

Witnesses:	CITY OF DEERFIELD BEACH
CAOSH.	By:
Kevey Atothad	DAVID SANTUCCI, CITY MANAGER Date: 7/2//2/
ATTEST:	,
Agothar J. Montanayor	
SAMANTHA GILLYARD, OMC, CITY CLERK	
APPROVED AS TO FORM:	

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

	CONTRACTOR
ATTEST: Sordra Trancis (Witness)	(Name of Corporation) By Panela Ronkalawan (Signature)
(Corporate Seal)(if applicable)	Pomela Rankalawan V.P. (Type Name/Title Signed Above)
[If not incorporated sign below.]	19th day of <u>Tuly</u> , 20 <u>21</u> .
	CONTRACTOR
WITNESSES:	
	(Name)
	By (Signature)
	(Type Name Signed Above)

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

_____ day of ______, 20____.

MEMORANDUM

DATE: April 2, 2021

TO: ***ORIGINAL***

CITY CLERK'S OFFICE

FROM: Shelby Dolan

Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20190130 Renewal

CONTRACT TITLE: Purchasing Card Agreement- State of FL Contract

No: 84121500-15-01

VENDOR NAME: Bank of America VENDOR ADDRESS: P.O. Box 28

CITY & STATE: Norfolk, VA 23510

APPROVED BY COUNCIL: October 14, 2019

7h) Approval to participate in the State of Florida Contract #84121500-15-01 for

the Procurement Card Program.

CONTRACT RENEWAL TERM: Contract is renewed, effective April 6, 2021,

with a new expiration date of January 4, 2026.

Please see the attached for (1) original contract for your records



AMENDMENT NO.: 7 - Renewal
State Term Contract No.: 84121500-15-01
State Term Contract Name: Purchasing Card Services

This Amendment No. 7 ("Amendment"), effective April 6, 2021 to the Purchasing Card Services State Term Contract No. 84121500-15-01 ("STC" or "Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and Bank of America N.A. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein have the meaning assigned to them in the STC, unless otherwise defined herein.

WHEREAS, on January 5, 2016, the Department entered into the STC with the Contractor for the provision of Purchasing Card services;

WHEREAS, on January 5, 2021, the Department renewed the STC with the Contractor for a period of 30 days;

WHEREAS, on February 4, 2021, the Department renewed the STC with the Contractor for a period of 60 days;

WHEREAS, the Parties agreed that the STC may be renewed in accordance with Section 26, Renewal, of STC Exhibit B: General Contract Conditions, Form PUR 1000 (10/06); and

WHEREAS, the Parties wish to renew and amend the STC as set forth herein.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- **I. STC Exhibit B.** The STC is amended to replace STC Exhibit B: General Contract Conditions, Form PUR 1000 (10/06), in its entirety with Exhibit B: Special Contract Conditions. Any and all references in the STC to Exhibit B: General Contract Conditions, Form PUR 1000 (10/06), are hereby amended to refer to Exhibit B: Special Contract Conditions, which is incorporated into the STC by reference herein.
- **II. STC Exhibit C.** The STC is amended to rename STC Exhibit C: Special Contract Conditions as Exhibit C: Additional Special Contract Conditions. Any and all references in the STC to Exhibit C: Special Contract Conditions are hereby amended to refer to Exhibit C: Additional Special Contract Conditions.
- **III.** The following sections contained in Exhibit B, Special Contract Conditions are hereby deleted or replaced in their entirety with the following:
- Section 2.3.2 Termination for Conveinence This section is hereby deleted in its entirety.
- Section 3.2.2 Preferred Pricing This section is hereby deleted in its entirety.



AMENDMENT NO.: 7 - Renewal
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Section 3.4 Purchase Order -This section is hereby deleted in its entirety.

Section 6.1 Subcontracting - This section is hereby deleted in its entirety.

Section 7.5 Indemnification – This section is hereby deleted in its entirety.

Section 7.6 Limitation of Liability- This section is hereby deleted in its entirety and replaced with the following:

Limitation of Liability. For all claims against the Contractor under any Contract, and regardless of the basis on which the claim is made, the Contractor's liability under a Contract for direct damages shall be limited to the greater of \$100,000, or the dollar amount of the Contract. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

IV. The following sections contained in Exhibit C, Additional Special Contract Conditions are hereby deleted or replaced in their entirety with the following:

Section 11.4 Limitation of Liability - This section is hereby deleted in its entirety and replaced with the following:

Section 11.4 Limitation and Liability

The limitation of liability provisions of paragraph 1, Section 7.6, Exhibit B, Special Contract Conditions, apply to the Contract, with the following clarifications: notwithstanding any provisions to the contrary, the Contractor shall reimburse any actual costs to the State for a loss due to fraud committed by the employees or Subcontractors of the Contractor.

Section 12.3 Termination for Other Than Cause:

Subsection 12.3.1 - Either party may, terminate the Contract at any time by giving six (6) months written notice to the other party.



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- V. STC Renewal. The STC is hereby renewed, effective April 6, 2021, with a new expiration date of January 4, 2026, under the same terms and conditions, except as amended herein.
- **VI. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- **VII. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the STC, the terms of this Amendment shall control.
- **VIII. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the STC, as previously amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:

Department of Management Services

Bv: Tami Fillyaw

Name: Tami Filyaw
Title: Chief of Staff

Date: 4/1/2021 | 2:52 PM EDT

Contractor:

Bank of America, N.A

By: Genna S. Thompson

Name: Glenna S. Thompson

Title:

Senior Vice President

Date: 4/1/2021 | 9:42 AM PDT

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

- 3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;
- 3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.
- 3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name Contractor's Name Contractor's Physical Address Contractor's Telephone # Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists. In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime: travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions. breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 8.1 Public Records.
- 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the 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 the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 8.2 Protection of Trade Secrets or Otherwise Confidential Information.
- 8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure. If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (i) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Fiscal Impact: Contract Requirement:

Title

DISCUSSION REGARDING INSTALLING LITTLE FREE LIBRARIES WITHIN THE CITY OF LAUDERDALE LAKES (SPONSORED BY COMMISSIONER HARRISON)

Summary

This is a discussion regarding lttle free libraries within the City.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Easton Harrison, Mayor and Commission

Meeting Date: 12/8/2025

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Fiscal Impact: Contract Requirement:

Title

DISCUSSION REGARDING CITY COMMISSIONERS HAVING THEIR OWN LEGISLATIVE AIDES (SPONSORED BY COMMISSIONER HARRISON)

Summary

This is a discussion regarding City Commissioners having their own legislative aides.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Easton Harrison, Mayor and Commission

Meeting Date: 12/8/2025

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Fiscal Impact: Contract Requirement:

Title

PETITIONS FROM THE PUBLIC

Summary

Church of Atonement - Bounce House for event update

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Meeting Date: 12/8/2025

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title

FUTURE MEETINGS

Summary

A Town Hall Meeting regarding "What to expect if property taxes are eliminated" is scheduled for December 17, 2025 at 6:00 p.m.

The next scheduled City Commission Workshop will take place December 22, 2025 at 5 p.m.

The next scheduled City Commission Meeting will take place on December 23, 2025 at 7 p.m.

Town Hall Meeting scheduled for December 17, 2025 at 6:00 p.m.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Meeting Date: 12/8/2025