



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

SPECIAL CITY COMMISSION MEETING AGENDA
City Commission Chambers
November 10, 2025
7:00 PM

REMOTE MEETING NOTICE

Please join the meeting via Zoom
<https://us06web.zoom.us/j/86248834457>

Please join the meeting via telephone:
1 305 224 1968 or 1 646 558 8656
Meeting ID: 862 4883 4457

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **STATEMENT OF PURPOSE OF THE SPECIAL MEETING**
 - A. **STATEMENT OF PURPOSE OF THE SPECIAL MEETING**

The purpose of the Special Meeting is to consider items scheduled for the November 11, 2025 City Commission Meeting which was cancelled due to the Veterans Day Holiday.
4. **CONSIDERATION OF BUSINESS CONTAINED IN THE CALL FOR SPECIAL MEETING - CONSIDERATION OF ITEMS SCHEDULED FOR THE NOVEMBER 11, 2025 CITY COMMISSION MEETING**
 - A. **PROCLAMATIONS AND PRESENTATIONS: CELEBRATING MS. FRANCES HAWES 103rd BIRTHDAY (SPONSORED BY MAYOR EDWARDS PHILLIPS)**
 - B. **PROCLAMATIONS AND PRESENTATIONS: CELEBRATING SMALL BUSINESS SATURDAY**
 - C. **APPROVAL OF MINUTES - OCTOBER 27, 2025 CITY COMMISSION WORKSHOP MINUTES AND THE OCTOBER 28, 2025 CITY COMMISSION MEETING MINUTES**
 - D. **PETITIONS FROM THE PUBLIC**
 - E. **RESOLUTION 2025-140 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; PURSUANT TO SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE AND IN ACCORDANCE WITH THAT CERTAIN FORMAL COMPETITIVE PROCUREMENT PROCESS IDENTIFIED AS REQUEST FOR PROPOSAL, COMMUNITY BUS SERVICES, RFP25-3410-18R ("SOLICITATION"), AWARDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BY AND BETWEEN THE CITY OF LAUDEDALE LAKES AND LIMOUSINES OF SOUTH FLORIDA, INC., PROVIDING FOR DAY TO DAY MANAGEMENT, OPERATION AND MAINTENANCE OF COMMUNITY BUS SERVICES FOR THE CITY OF LAUDERDALE LAKES' NORTH TO SOUTH AND EAST TO WEST ROUTES IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE DOLLARS AND 50/100 (\$75.50) PER HOUR, EFFECTIVE NOVEMBER 1, 2025, FOR A THREE (3) YEAR TERM WITH TWO (2) OPTIONAL ONE-YEAR**

RENEWALS

This resolution is to request award of a contract to Limousines of South Florida, Inc. in accordance with the RFP25-3410-18R, Community Bus Services in an amount not to exceed \$75.50 per hour.

- F.** RESOLUTION 2025-141 AUTHORIZING THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-355(B)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE, APPROVING AND AUTHORIZING AMENDMENT TO TEMPORARY SERVICE CONTRACT AND PAYMENT OF INVOICES SUBMITTED BY LIMOUSINES OF SOUTH FLORIDA, INC. ("LSF") FOR SERVICES RENDERED IN CONNECTION WITH MANAGEMENT, OPERATION AND MAINTENANCE OF COMMUNITY BUS SERVICES WITH CITY OF LAUDERDALE LAKES' NORTH TO SOUTH AND EAST TO WEST ROUTES ("LSF TEMP CONTRACT"), FOR THE PERIOD BEGINNING OCTOBER 1, 2025 AT AN AMOUNT NOT TO EXCEED AN HOURLY RATE OF SIXTY EIGHT DOLLARS AND NINETY EIGHT CENTS (\$68.98) PER HOUR

This resolution approves payment to Limousines of South Florida (LSF) for services provided on a temporary contract at an hourly rate of \$68.98 which has exceeded the City Manager's authority. Additionally, the resolution is amends and approves the temporary contract until a new long term contract award can be made.

- G.** RESOLUTION 2025-142 APPROVING AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BY AND BETWEEN THE CITY OF LAUDERDALE LAKES AND SIDNEY C. CALLOWAY ESQUIRE AND SHUTTS AND BOWEN LLP

This is a resolution renewing the contract with the City Attorney for legal services for a three year term with the option for two (2) additional two (2) year periods.

5. CONSIDERATION OF OTHER MATTERS BY UNANIMOUS CONSENT

6. ADJOURNMENT

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

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

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

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

Mayor Veronica Edwards Phillips - Vice Mayor Tycie Causwell

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

CITY OF LAUDERDALE LAKES

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Fiscal Impact:

Contract Requirement:

Title

STATEMENT OF PURPOSE OF THE SPECIAL MEETING

Summary

The purpose of the Special Meeting is to consider items scheduled for the November 11, 2025 City Commission Meeting which was cancelled due to the Veterans Day Holiday.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
PROCLAMATIONS AND PRESENTATIONS: CELEBRATING MS. FRANCES HAWES 103rd BIRTHDAY (SPONSORED BY MAYOR EDWARDS PHILLIPS)
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

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Fiscal Impact:

Contract Requirement:

Title
PROCLAMATIONS AND PRESENTATIONS: CELEBRATING SMALL BUSINESS SATURDAY
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

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CITY OF LAUDERDALE LAKES

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APPROVAL OF MINUTES - OCTOBER 27, 2025 CITY COMMISSION WORKSHOP MINUTES AND THE OCTOBER 28, 2025 CITY COMMISSION MEETING MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 11/10/2025

ATTACHMENTS:

Description	Type
☐ October 27, 2025 City Commission Workshop Minutes	Minutes
☐ October 28, 2025 City Commission Meeting Minutes	Minutes



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION WORKSHOP MINUTES
City Commission Chambers
October 27, 2025
4:00 PM

1. CALL TO ORDER

Mayor Edwards Phillips called the October 27, 2025, City Commission Workshop to order at 4:00 p.m.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Tycie Causwell
Commissioner Easton Harrison
Commissioner Sharon Thomas

ABSENT

Commissioner Karlene Maxwell-Williams (appeared virtually)

ALSO PRESENT

Acting Assistant City Manager Ericka Lockett
City Attorney Sidney Calloway
Deputy City Clerk Pav Benasrie-Watson
City Staff

3. DISCUSSION

REVIEW OF THE OCTOBER 28, 2025 CITY COMMISSION MEETING AGENDA

CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

Item 9.A. RESOLUTION 2025-130 OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, FLORIDA, SUPPORTING THE METROPOLITAN PLANNING ORGANIZATION'S AMENDED 2050 METROPOLITAN TRANSPORTATION PLAN

Mr. Maqsood Nasir, City Engineer, stated that the Infrastructure Investment and Jobs Act (also referred to as the Bipartisan Infrastructure Law) established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program and appropriated funds from the United States Department of Transportation (USDOT) to implement the Program. The funds provide federal financial assistance to support local initiatives that prevent deaths and serious injury on roads and streets. The Broward MPO and Broward County Government jointly applied for the SS4A Grant and received a \$5 million grant award from USDOT to develop the Broward Safety Action Plan (BSAP). One component of the Broward Safety Action Plan (BSAP) was the identification of Priority Corridors. Three key metrics - High-Injury Network (HIN), High-Risk Network (HRN), and Demographics Analysis – were the basis for identifying and prioritizing the 338 HIN corridors. Eleven of the 338 corridors advanced into the concept design phase as Priority Corridors. These corridors included FDOT, Broward County, and locally-owned roadways. Conceptual design for the

Priority Corridors included planning level design plans and cost estimates to create engineering solutions to achieve zero fatalities and serious injuries on the Broward roadway system. Two of the Priority Corridors include segments within the jurisdictional boundaries of the City of Lauderdale Lakes. These are:

1. NW 31st Avenue – NW 8th Street to McNab Road
2. NW 19th Street – NW 43rd Terrace to NW 31st Avenue

Item 9.B. RESOLUTION 2025-131 EXTENDING THE CONTRACT FOR CONSTRUCTION MANAGER SERVICES THROUGH DECEMBER 2026

Mr. Nasir stated that in accordance with Resolution 2025-017, Amendment No. 1 to Agreement No. 22-3410-01R for construction manager services expired on September 30, 2025, necessitating an extension to ensure uninterrupted Engineering and Construction Engineering and Inspection (CEI) services for the ongoing canal bank stabilization projects. Pursuant to Resolution 2022-017, the City Commission approved temporary ARPA-funded positions, including a Construction Manager role awarded to Mr. Bhuiyan Md. Munir. His current agreement, Amendment No. 1 (authorized by Resolution 2025-017), provides a monthly compensation of \$6,360.00 and is set to expire on September 30, 2025. Staff proposes Amendment No. 2 to extend the term for these services through December 31, 2026. The proposed amendment includes a 5% increase, setting the new monthly compensation at \$6,678.00, which is an increase of \$318.00 per month.

Commissioner Thomas inquired as to the length of the contract.

Mr. Nasir stated that the contract will expire in December 2026.

Item 9.C. RESOLUTION 2025-132 AWARDDING A CONTRACT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND NO/100 (\$172,525.00) TO CRAVEN THOMPSON & ASSOCIATES, INC. FOR PROFESSIONAL SURVEYING AND GEOTECHNICAL SERVICES AS IS REQUIRED FOR THE CITYWIDE DRAINAGE PROJECT

Mr. Nasir stated that City advertised RFQ 25-3110-02Q for Professional and Geotechnical Services as is required for the Citywide Drainage Project and received total 14 proposals. After a detailed evaluation process RFQ 25-3110- 02Q elided 14 proposals. Because of the complexity the evaluation process was divided into 4 meetings. There were tied scores between Bowman and Craven Thompson & Associates, Inc. Craven Thompson & Associates, Inc. were selected via lottery pursuant to the city's procurement code. The city received a proposal from Craven Thompson & Associates, Inc. in an amount not to exceed \$172,525.00 for Professional and Geotechnical Services as is required for the Citywide Drainage Project.

Mayor Edwards Phillips asked how many canal stabilization projects will be completed by December 2026.

Mr. Nasir stated that it depends on the criteria, available funds and the quickness of the permitting and design.

Item 9.D. RESOLUTION 2025-133 CANCELLING THE NOVEMBER 11, 2025 CITY COMMISSION MEETING DUE TO THE VETERANS DAY HOLIDAY

There was no discussion on this item.

Item 9.E. RESOLUTION 2025-134 APPROVING THE UTILIZATION OF THE DENNIS PROJECT FOR THE CONTINUATION OF THE SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATHEMATICS (S.T.E.A.M.) PROGRAM, IN ACCORDANCE WITH THE CITY'S PROCUREMENT CODE, SECTION 82-358(A)(11), W HICH PROVIDES AN EXCEPTION TO THE COMPETITIVE PROCESS FOR EDUCATIONAL OR ACADEMIC PROGRAMS, IN AN AMOUNT NOT TO EXCEED TWENTY NINE THOUSAND DOLLARS (\$29,000) FOR FISCAL YEAR 2026

Ericka Lockett, Director of Parks and Human Services, stated that the City launched a pilot Science,

Technology, Engineering, Arts, and Math (S.T.E.A.M) program for youth ages 6 to 18, which ran from October 2024 to March 2025 and utilized ARPA loss revenue allocation funds. This initiative provided hands-on learning experiences in robotics, coding, engineering, digital arts, and scientific exploration, fostering critical thinking and problem-solving skills among participants. The program successfully engaged youth in high-quality educational activities that prepared them for future academic and career opportunities in STEAM-related fields. This was a successful program that had a positive impact on the community. A total of \$24,000 was utilized for the pilot program's duration. At the February 12, 2024, Commission Workshop, staff presented an overview of the pilot program, highlighting its positive outcomes. During this discussion, the Commission was also presented with a request to reappropriate Human Services funding to support the program. Staff is seeking approval from the Commission to enter into a contract with The Dennis Project to continue the STEAM program for Fiscal Year 2026, totaling \$30,000. This extension will allow the program to expand its impact and continue providing valuable educational opportunities for youth in the community. The extended program will incorporate additional advanced coursework, mentorship opportunities, and industry partnerships to further enhance the learning experience. It is recommended that the City Commission approve the continuation of the STEAM program into FY26, including authorizing staff to enter into the necessary contractual agreement with The Dennis Project.

Vice Mayor Causwell asked how many students are enrolled in the program and how many are residents and non residents.

Ms. Lockett stated that there are 40 students enrolled, 28 are residents and 12 are non residents.

CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

Item 10.A. RESOLUTION 2025-135 AUTHORIZING THE EXECUTION OF THE UNIFORM COLLECTION OF NON-AD VALOREM ASSESSMENTS AGREEMENT

Sharon Haynes, Director of Financial Services, pursuant to Section 197.3632, Florida Statutes, local governments may utilize the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments. This method allows such assessments to be included on the annual property tax bill, promoting administrative efficiency and improving collection rates. The City has long participated in this method through agreements with Broward County for the collection of assessments related to: Fire Rescue (since 1997) and Solid Waste and Stormwater (since 2001). As of 2025, Broward County transitioned to a Constitutional Tax Collector system, and The Honorable Abbey Ajayi was elected as the County's first Constitutional Tax Collector. As a result, a new Uniform Collection Agreement must be executed in order to continue participation in this collection method for FY 2025-26.

City staff recommends that the City Commission authorize execution of the Uniform Collection Agreement to allow the Broward County Tax Collector to collect the City's Fire, Solid Waste, and Stormwater assessments via the annual property tax bill. This agreement ensures that collected funds are remitted directly to the City in a timely and efficient manner.

City Attorney Calloway stated that he has to speak to the tax collector's office regarding some provisions in the contract relative to associated costs. He provided historical data on the collection of non ad valorem taxes.

Item 10.B. RESOLUTION 2025-136 AWARDING A DESIGN-BUILD CONTRACT TO CONCORD TECHNOLOGIES, INC. FOR OTIS GRAY PARK IMPROVEMENTS

Mr. Nasir stated that Otis Gray Neighborhood Park is a 7.6-acre neighborhood-level park located on NW 26th St. The park was developed in the early 2000's and includes parking, shelters, two restroom facilities, covered playground, fitness stations and walking paths. This project proposes design, permitting, and construction of 9' x 3,000 L.F. (+/-10) flex pave fitness trail with the purchase and installation of fitness stations with equipment, bike racks, benches, and a water fountain. These elements are included in the design criteria documents. The City of Lauderdale Lakes solicited to select a design-build team for the design, permitting and construction services for the above-mentioned scope. City received total six proposals. City staff is recommending award to a Contract to Concord Technologies, Inc in response to ITB# 25-6310-21B for RFQ of Otis Gray Park Improvements for an amount not to exceed \$839,050.00.

Mayor Edwards Phillips stated that there is an area in the park that retains water.

Mr. Nasir stated that since it is a grant, drainage is not included in the scope.

Item 10.C. RESOLUTION 2025-137 RATIFYING THE FILING OF THE CITY'S FINANCIAL REPORT FOR AUGUST 2025 (PERIOD 11) AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES FOR THE PURPOSE OF CONFORMING TO THE CITY'S ADOPTED FINANCIAL INTEGRITY PRINCIPLES AND FISCAL POLICIES

Ms. Haynes provided a brief explanation of the August financials and stated she would go more in depth at the City Commission Meeting.

Item 10.D. RESOLUTION 2025-138 REGARDING THE CITY'S HOSTING THE POWER OF CHOICE TEEN DECISION MAKING SUMMIT

Commissioner Thomas stated that this is a collaboration between the City and Unmute Yourself, Inc., hosting an event entitled "The Power of Choice" on November 15, 2025, at the city's Multi-Purpose Auditorium, specifically for the benefit of Lauderdale Lakes and Broward County teenagers. This resolution further authorizes the limited use of the city's name and logo in certain written publications, specifically intended to market and advertise the event for the limited period beginning October 28, 2025, and terminating on November 16, 2025. Also, it includes providing for the city commission's approval and provision of nominal police and fire support services.

Dr. Joannette Brookes George provided information about her organization and the upcoming event.

Commissioner Thomas asked when the event was taking place.

Dr. Brookes George stated that the event is taking place on November 8th from 10 a.m. to 2 p.m.

Item 10.E. RESOLUTION 2025-139 AUTHORIZING THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDED AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL RFP25-3410-18R, COMMUNITY BUS SERVICES, FOR A CONTRACTOR TO PROVIDE DAY TO DAY MANAGEMENT, OPERATION AND MAINTENANCE OF THE PUBLIC TRANSPORTATION SERVICES FOR LAUDERDALE LAKES NORTH/SOUTH AND EAST/WEST ROUTES ("LSF CONTRACT"), IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE DOLLARS AND FIFTY CENTS (\$75.50) PER HOUR; A FURTHER APPROVAL IS REQUESTED TO PAY AN INVOICE FOR THE PERIOD OCTOBER 1, 2025-OCTOBER 31, 2025 AT A RATE OF SIXTY EIGHT DOLLARS AND NINETY EIGHT CENTS (\$68.98) PER HOUR

Aazam Piprawala, Procurement Administrator, stated that the City entered into an interlocal agreement with Broward County to provide Community Bus Services. In April 2019, Broward County Transit Division released an application to municipalities to provide new or expanded services with a goal of growing ridership and ensuring effective and efficient use of funding. Per the Transportation Surtax Agreement, proceeds will be used to directly fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improved or new Community Bus Service. Broward County reimburses the city 100% of the cost. This program is funded by the Broward County Transportation Surtax administered by Broward County.

Discussion ensued amongst the City Commission regarding the bus routes and ridership.

Mr. Piprawala stated the current resolution states that the contract is for 2 years with 3 optional 1 year renewals for 3 years for a total of 5 years. If the City Commission desires, that can be changed to 3 years with 2 optional 1 year renewals for a total of 5 years.

Consensus was made to proceed with a contract for 3 years with 2 optional 1 year renewals for a total of

5 years.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. PRESENTATION - INTRODUCTION OF NEW EMPLOYEES

Tara Williams, Director of Human Resources and Risk Management, introduced Cheryl Kuszpa, the new Financial Services Assistant Director.

B. DISCUSSION REGARDING SUPPORTING THE CENTER TURN OVERPASS AT OAKLAND PARK BLVD. AT SR-7 AS LISTED IN THE COMMITMENT 2045 METROPOLITAN TRANSPORTATION PLAN (MTP) AND CURRENTLY UNDER PLANNING PHASE BY FDOT (5:30 P.M TIME CERTAIN)

Mr. Nasir stated that this item was supported by the City Commission per Resolution 2019-085 and was listed in the commitment 2045 metropolitan transportation plan (MTP). CTO was identified as a potential concept to enhance traffic safety and mobility. The proposed concept provides different options for the left-turn movements including movements at grade and provides pedestrian refuge in Center Island and also allows buses to stop curbside at intersection. The left turns will be elevated and or at grade and narrow ramps will be placed within the median. Both the elevated and/or at-grade intersections will controlled by simple two-phase signal. A more comprehensive study may overwrite and/or supersede this concept per project development and environmental study for this project. The intersection of Oakland Park Blvd. @ SR-7 in the City of Lauderdale Lakes has been considered as very dangerous for the public safety and Broward Metropolitan Planning Organization (MPO) has identified funding to begin studying a larger-scale solution for the safety improvements at this intersection.

Christopher Restrepo, Regional Planning Manager at the Broward Metropolitan Organization (MPO) stated that they have put together a presentation that shares some initial pre-work that they have done before the project goes into the proper project and development environmental phase.

Ian Den of Kimley-Horn & Associates stated that they are the consultant for the Florida Department of Transportation for this project. The project is currently on the planning phase. He explained what a Center Turn Overpass (CTO) is and how it can be navigated. He explained about the traffic data collection and concept development for the CTO. He explained about the restrictive movements, right of way impacts, traffic analysis and safety elements.

Commissioner Thomas asked for a 3D presentation so she could better visualize. She expressed concerns about certain areas she believes should be focused on due to a high rate of accidents.

Mayor Edwards Phillips expressed concerns about having u-turns relative to the second level overpass.

Commissioner Maxwell-Williams asked if there is a model anywhere in the United States.

Mr. Restrepo stated that there are no proposed intersections like this in the United States, however, they are looking to implement it in other states.

Commissioner Harrison asked about the safety of pedestrians.

Mr. Den explained the many ways that pedestrians came remain safe.

C. DISCUSSION REGARDING WOMEN OF VETERAN AFFAIRS (WOVA) CHRISTMAS TOY GIVEAWAY ON DECEMBER 20, 2025 (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Commissioner Maxwell-Williams stated that this event has been taking place for the past 6 years. The request is being made to use the Multipurpose Building.

Mayor Edwards Phillips stated that there were a lot of people at last year's event so she would like to see if it was possible to have a registration process done so for the different age groups can come at an assigned time so there are not so many people there at the same time.

Commissioner Maxwell-Williams stated that she would definitely reach out to WOVA to see if that request can be accommodated.

Commissioner Thomas asked if this was Commissioner Maxwell-Williams' initiative.

Commissioner Maxwell-Williams stated that this is a partnership for her, not a sponsorship.

Commissioner Harrison stated that a resolution should be considered as the space is being requested.

Mayor Edwards Phillips stated that a resolution should be done as for the requested space. She suggested WOVA attend an upcoming workshop to make a presentation expressing what their needs are.

- D.** DISCUSSION REGARDING AUTHORIZING THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD TO IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL RFP25-3110-22R EXECUTIVE SEARCH FIRM (RE-BID), BE AWARDED TO MGT IMPACT SOLUTIONS, LLC FOR AN EXECUTIVE SEARCH FIRM TO ASSIST IN THE RECRUITMENT OF A CITY MANAGER, FOR THE CITY OF LAUDERDALE LAKES, IN AN AMOUNT NOT TO EXCEED TWENTY EIGHT THOUSAND AND FIVE HUNDRED DOLLARS (\$28,500.00).

Mr. Piprawala stated that on, March 18, 2025, City Commission appointed an Acting City Manager, while staff was directed to begin formal preparations for retaining the services of a qualified executive search firm to assist in the recruitment of a City Manager. On September 10, 2025, the City re-issued a solicitation, RFP25-3110-22R Executive Search Firm for City Manager Recruitment (Re-Bid), which was broadcasted to 833 vendors and 30 planholders. The solicitation was advertised for on Sep 10, 2025 and closed on Sep 26, 2025. Four proposals were received and evaluated by a committee. Staff recommends approval of a contract award between the City of Lauderdale Lakes and MGT Impact Solutions, LLC to assist in the recruitment of a city manager, for the City of Lauderdale Lakes in the amount of \$28,500.00.

Mayor Edwards Phillips stated that she reviewed the material she was provided and she was very clear on all of the services being provided as well as the timeline.

- E.** DISCUSSION AUTHORIZING THE CITY COMMISSION TO AWARD A PIGGYBACK CONTRACT TO MUSCO SPORTS LIGHTING, LLC, IN ACCORDANCE WITH THE SOURCEWELL MASTER PROJECT: 199030, CONTRACT NO. 041123-MSL, FOR THE PURPOSES OF UPGRADING THE LIGHTING AT WILLIE WEBB PARK – BASKETBALL COURTS AS PART OF THE PARKS REHABILITATION AND RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND AND SIX HUNDRED DOLLARS (\$75,600.20) AND 5% CONTINGENCY IN THE AMOUNT OF THREE THOUSAND, SEVEN HUNDRED AND EIGHTY DOLLARS (\$3,780.00) FOR A TOTAL OF SEVENTY NINE THOUSAND, THREE HUNDRED AND EIGHTY DOLLARS (\$79,380.00)

Mr. Piprawala stated that staff is seeking authorization from the City Commission to continue the upgrade/improvement efforts of the facilities at the Willie Webb Park. The upgrades/improvements include a SportsCluster® system with Total Light Control for an upgraded lighting performance. The existing basketball court lighting is very poor and in somewhat disrepair. This proposed upgrade will not only provide an enhanced lighting for sporting activities, but also complete a much-needed

facelift to compliment the major upgrades recently completed. Upgrading these amenities at the park will enhance safety and improve the standard and quality of life for the residents. The Contractor, Musco Sports Lighting, LLC. prepared an estimate of \$75,600.00, which includes activities, such as demolition and removal of old and obsolete equipment, professional services, fixture layout and aiming diagram, construction, equipment, installation, permitting, etc. Additionally, City staff is recommending a 5% (\$3,780.00) for unforeseen conditions that may be presented once construction commences for a total project budget of \$79,380.00 where the vendor is providing product assurances and a comprehensive warranty program that covers materials and onsite labor, eliminating 100% of our maintenance costs for 10 years after completion. The sub-contractor working for Musco Sports Lighting, LLC is Imperial Electrical Inc. who has done work for the city in the past. City staff is requesting to utilize this vendor in accordance with the City's Procurement Code, Section 82-358 (D), which allows the City to participate in Cooperative purchase agreements. For the EECBG grant: An application was made to the United States Department of Energy for improvements to the Willie Webb Basketball Court. The City was allocated \$76,160 for the improvement of the lightning on the courts to be more energy efficient. The project will be funded using the EECBG grant and general fund dollars. City staff recommends the approval of this project for an amount not to exceed of \$79,380.00.

Ron Desbrunes, Public Works Director, explained the current lighting at the park and why the new lighting is needed.

F. DISCUSSION REGARDING AWARD OF A CONTRACT TO MARSDEN SERVICES IN THE AMOUNT OF ONE HUNDRED AND NINETY NINE THOUSAND, SIX HUNDRED AND SIXTY TWO DOLLARS (\$199,662.00) TO PROVIDE JANITORIAL SERVICES FOR ALL CITY FACILITIES

Mr. Piprawala on April 27, 2025, the city's Procurement Services issued a Request for Proposals (RFP 25-3410-08R) seeking qualified firms to provide comprehensive janitorial services for City-owned facilities, including City Hall, the Public Works Complex, Vincent Torres Park, Willie Webb Park and other designated locations. The goal of this solicitation was to ensure a clean, safe, and well-maintained environment for employees, residents, and visitors. The scope of service requested by the city consists in daily, weekly, and periodic janitorial services for all 13 city facilities. Following a competitive procurement process, seventeen (17) proposals were received and evaluated based on qualifications, experience, staffing, proposed cleaning schedules, and cost. Staff recommends approval of a contract award between the City of Lauderdale Lakes and Marsden South LLC for Citywide Janitorial Services, which represents the best value to the City for an amount not to exceed \$199,662.00 annually (16,638.50 per month) for fixed services as well as approving the vendor to provide additional "Optional Services"

Vice Mayor Causwell inquired as to the start date of the contract.

Mr. Piprawala stated that the City is on a month to month contract with the current vendor. The notice of termination will be given to the current vendor at the beginning of December and the new vendor should begin by the beginning of January.

G. DISCUSSION REGARDING THE RENEWAL CONTRACTS FOR THE CITY'S LOBBYISTS: BECKER & POLIAKOFF, ALCADÉ & FAY, LTD. AND RONALD L. BOOK, P.A.

Venice Howard, Acting City Manager, stated that the current City lobbyist contracts have been in effect since 2008 and renewed every year via a resolution. The contracts have no end date and either party can terminate with the appropriate notice.

Vice Mayor Causwell asked if two state lobbyists are needed.

Ms. Howard stated the City Commission at the time felt it necessary to have two state lobbyists as they also work together, however, the decision is at the will of the City Commission.

Commissioner Harrison stated that it is a waste to have two state lobbyists. He stated that it would be best to consolidate the resources into one firm for the City. He stated that Becker & Poliakoff has a

large staff and are very welcoming.

Mayor Edwards Phillips stated that Becker & Poliakoff has always introduced the City Commission to legislators and is always available to meet.

Vice Mayor Causwell stated she does not understand why two lobbyists are needed. She would like to keep Becker & Poliakoff.

Commissioner Thomas stated that Becker & Poliakoff has always been welcoming and available for questions.

Commissioner Maxwell-Williams stated that she is in favor of keeping Becker & Poliakoff.

Consensus was made to keep Becker & Poliakoff and Alcade and Fay and to remove Ronald Book.

H. DISCUSSION REGARDING FY 2026 PROGRAM MODIFICATIONS

Ms. Haynes stated that during the preparation of the FY 2026 budget, proposed program modifications were presented to the City Commission for initial review and prioritization. In response, the Commission requested additional information to support decision-making. Due to the timing of this request and the need for further analysis, the proposed modifications were not included in the adopted FY 2026 budget. Staff has completed the requested follow-up and is presenting the additional information to the Commission for final review and consideration. Based on the outcome of this discussion, a budget amendment will be required to incorporate any approved program modifications into the FY 2026 budget. Staff is requesting that Commission review the updated program modification proposals and give direction on which items, if any, should be incorporated into the FY 2026 budget amendment. The priority positions are the Benefit Specialist, Procurement Specialist, Housing & Zoning Assistant, Building Official and the Project Manager for the CRA.

Vice Mayor Causwell asked how much money will be spent for the three positions from the General Fund.

Ms. Haynes stated that the approximate amount is \$280,000.

Commissioner Harrison stated that he is in favor of the Benefit Specialist, Procurement Specialist, and the Building Official.

Commissioner Thomas, Mayor Edwards Phillips and Commissioner Maxwell-Williams stated they are in favor of all the positions.

I. DISCUSSION REGARDING THE NEW OPEN CARRY LAW (SPONSORED BY CAPTAIN PHILLIPS AND CITY ATTORNEY CALLOWAY)

Broward Sheriff's Office Captain Warnell Phillips stated that as of September 25, 2025, the Florida ban of open carry was struck down. This means that any adult who lawfully possesses a firearm can openly carry it in public. Under Florida statute, the open carry is prohibited at law enforcement facilities, jails, courthouses, polling stations, schools, colleges, school functions and school buses as well as airport facilities. It is also prohibited in meetings of governing bodies.

Vice Mayor Causwell asked if open carry is prohibited in church.

City Attorney Calloway stated that churches are private properties and under Florida law, a private property owner can allow or disallow firearms on their property.

Commissioner Harrison asked if the open carry applies to both handguns and rifles.

Captain Phillips stated that there is a loophole in the law that does not clearly prohibit open carrying of long guns in these locations.

Mr. Calloway provided the historical background of the open carry law and how it was handled in court.

J. DISCUSSION REGARDING THE CITY ATTORNEY'S CONTRACT

Ms. Haynes stated that the City Attorney's contract ended in September and a new contract was presented in the amount of \$600,000 for continued services. The new contract represents \$420,000 annual compensation and an additional \$180,000 for litigation services. The City's recommendation is to include language that includes consulting with staff and the elected officials. The contract also includes a consumer price index of 5% annually. The City is recommending the annual increase be capped. Finally, the contract did not mention how invoice disputes should be resolved, so the City is asking for a clause to be added to include that. The City spent \$815,000 during the last three years on legal services and only \$500,000 was budgeted.

Vice Mayor Causwell asked if any research was done with other cities of the similar size to see what their City Attorneys are making.

City Attorney Calloway stated that he has only had one conversation with the Financial Services Director and they spoke of her concerns. He stated that he speaks with staff all day long and does not charge for every conversation unless it involves something beyond the focus of the day to day operation. He stated that he has to protect the City's interests and that involves speaking to entities that have a relationship with the City should his expertise be needed. He works on litigation because the City has been named the defendant in a lot of cases.

Vice Mayor Causwell asked if the contract will be updated to reflect exactly what is covered.

Mr. Calloway stated that the current contract and proposal includes everything with the exception of general litigation, complex litigation and special counsel legal services.

Commissioner Maxwell-Williams stated that she is pleased with the services that Mr. Calloway has provided and as in agreement with the contract.

Commissioner Thomas stated that she believes that the City Attorney has the best interest at heart and his new contract should be reviewed and considered because he is very good in what he does.

Commissioner Harrison asked if the memos they were provided with was sent to the City Attorney.

Ms. Haynes stated that he did respond to some of her questions regarding the invoices she was disputing.

Commissioner Harrison stated that litigation is not cheap and the City Attorney has a great track record. He recommended the City Attorney and staff to meet again to discuss the contract.

Mayor Edwards Phillips spoke of the services that Mr. Calloway has provided. She also recommended the City Attorney and staff to meet again to discuss the contract.

6. REPORTS

7. ADJOURNMENT

Being that there was no other business to come before the City Commission, the workshop adjourned at 7:45 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, MMC, CITY CLERK



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION MEETING MINUTES
City Commission Chambers
October 28, 2025
7:00 PM

1. CALL TO ORDER

Mayor Edwards Phillips called the October 28, 2025, City Commission Meeting to order at 7:00 p.m.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Tycie Causwell
Commissioner Easton Harrison
Commissioner Sharon Thomas

ABSENT

Commissioner Karlene Maxwell-Williams (appeared virtually)

ALSO PRESENT

Acting Assistant City Manager Ericka Lockett
City Attorney Sidney Calloway
Deputy City Clerk Pav Benasrie-Watson
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Minster Heather Devaughn from Redeemer Lutheran Church.

The Pledge of Allegiance was recited.

4. PROCLAMATIONS/PRESENTATIONS

A. RECOGNITION - HISTORIC PRESERVATION BOARD'S RECOGNITION TO VICE MAYOR TYCIE CAUSWELL AS A 2025 BROWARD COUNTY PIONEER

Vice Mayor Tycie Causwell accepted a Certificate of Recognition from the Historical Preservation Board.

B. PROCLAMATION - CELEBRATING FLORIDA CITY WEEK

Acting Assistant City Manager Ericka Lockett accepted the proclamation.

C. PROCLAMATION - CELEBRATING MRS. SALOME CRAWFORD BAILEY'S 100th BIRTHDAY (SPONSORED BY COMMISSIONER THOMAS)

Mrs. Salome Crawford Bailey accepted this proclamation.

- D.** PROCLAMATION - CELEBRATING THE 114TH NATIONAL DAY OF THE REPUBLIC OF CHINA (TAIWAN) (SPONSORED BY COMMISSIONER THOMAS)

Director General Chi-Yu Chou Charles accepted the proclamation.

- E.** PROCLAMATION - CELEBRATING HINDU HERITAGE MONTH (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Anthony Sue-Hong accepted this proclamation on behalf of Singh's Roti Delight.

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

- A.** SEPTEMBER 10, 2025 SPECIAL CITY COMMISSION MEETING MINUTES
- B.** SEPTEMBER 15, 2025 SPECIAL CITY COMMISSION MEETING MINUTES
- C.** SEPTEMBER 22, 2025 CITY COMMISSION WORKSHOP MINUTES
- D.** SEPTEMBER 22, 2025 SPECIAL CITY COMMISSION MEETING MINUTES
- E.** SEPTEMBER 23, 2025 CITY COMMISSION MEETING MINUTES

Vice Mayor Causwell made a motion to approve the minutes from the September 10, 2025 Special City Commission Meeting, September 15, 2025 Special City Commission Meeting, September 22, 2025 City Commission Workshop, September 22, 2025 Special City Commission Meeting and the September 23, 2025 City Commission Meeting.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

6. PETITIONS FROM THE PUBLIC

Nicole Hall spoke of Hurricane Melissa and its pending devastating effects on Jamaica. She congratulated Vice Mayor Tycie Causwell on being a Broward County Pioneer. She expressed some concerns about the Limousines of South Florida contract and spoke about the City being transparent to residents.

Bessie Dennis stated that she applied for the Minor Home Repair program and was denied because she did not provide sufficient proof of lack of income. She stated that this is not an income based grant, but a need based grant and that she did provide a letter stating that she is not currently employed and does not have an income. She has emergency issues in her home and has reached out to City staff a few weeks ago and has not gotten a response in terms of rectifying the matter.

Dale Holness spoke about the various things that can be done to assist the people in Jamaica due to Hurricane Melissa. He congratulated Vice Mayor Causwell on being a Broward County Pioneer.

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

- A.** RESOLUTION 2025-130 OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, FLORIDA, SUPPORTING THE METROPOLITAN PLANNING ORGANIZATION'S

AMENDED 2050 METROPOLITAN TRANSPORTATION PLAN

This resolution supports the request from The Broward MPO to add two priority corridor projects NW 19th Street- NW 43rd Terrace to NW 31 Avenue and NW 31st Avenue – segments between NW 8 Street to McNab Road as amendments to the 2050 Metropolitan Transportation Plan (MTP). This action will allow these corridors to move toward funding and implementation.

B. RESOLUTION 2025-131 EXTENDING THE CONTRACT FOR CONSTRUCTION MANAGER SERVICES THROUGH DECEMBER 2026

This resolution seeks to extend the contract for Construction Manager services. The services expired on September 30, 2025, necessitating an extension to ensure uninterrupted Engineering and Construction Engineering and Inspection (CEI) services for the ongoing canal bank stabilization projects.

C. RESOLUTION 2025-132 AWARDED A CONTRACT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND NO/100 (\$172,525.00) TO CRAVEN THOMPSON & ASSOCIATES, INC. FOR PROFESSIONAL SURVEYING AND GEOTECHNICAL SERVICES AS IS REQUIRED FOR THE CITYWIDE DRAINAGE PROJECT

The resolution authorizes the Mayor and the City Commission to award a contract to Craven Thompson & Associates, Inc in response to RFQ 25-3110-02Q for Professional and Geotechnical Services as is required for the Citywide Drainage Project.

D. RESOLUTION 2025-133 CANCELLING THE NOVEMBER 11, 2025 CITY COMMISSION MEETING DUE TO THE VETERANS DAY HOLIDAY

This resolution seeks to cancel the November 11, 2025 City Commission Meeting due to the Veterans Day holiday.

E. RESOLUTION 2025-134 APPROVING THE UTILIZATION OF THE DENNIS PROJECT FOR THE CONTINUATION OF THE SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATHEMATICS (S.T.E.A.M.) PROGRAM, IN ACCORDANCE WITH THE CITY'S PROCUREMENT CODE, SECTION 82-358(A)(11), WHICH PROVIDES AN EXCEPTION TO THE COMPETITIVE PROCESS FOR EDUCATIONAL OR ACADEMIC PROGRAMS, IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000) FOR FISCAL YEAR 2026

This resolution authorizes the City to utilize the Dennis Project to implement the City's S.T.E.A.M. (Science, Technology, Engineering, Arts, and Math) programs for youth, in an amount not to exceed \$30,000.00 for Fiscal Year 2026.

City Attorney Calloway read Resolutions 2025-130, 2025-131, 2025-132, 2025-133 and 2025-134 by title:

RESOLUTION 2025-130

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; SUPPORTING THE METROPOLITAN PLANNING ORGANIZATION'S AMENDED 2050 METROPOLITAN TRANSPORTATION PLAN, INCLUDING INCLUSION OF TWO PRIORITY CORRIDORS WITH LOCATED WITHIN THE JURISDICTIONAL BOUNDARIES OF THE CITY OF LAUDERDALE LAKES; A COPY OF THE AMENDED 2050 METROPOLITAN TRANSPORTATION PLAN IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2025-131

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA;

APPROVING AND AUTHORIZING AMENDMENT NO. 2 TO AGREEMENT NO. 22-3410-01R, FOR TEMPORARY CONSTRUCTION MANAGER SERVICES, EXTENDING THE TERM OF SERVICES THROUGH DECEMBER 31, 2026, AND INCREASING THE MONTHLY COMPENSATION IN AN AMOUNT NOT TO EXCEED SIX THOUSAND SIX HUNDRED AND SEVENTY-EIGHT NO/100 DOLLARS (\$6,678.00); A COPY OF SAID CONTRACT AND AMENDMENT NO. 2 IS ATTACHED HERETO AS **COMPOSITE EXHIBIT A**; A COPY OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2025-132

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDING AND AUTHORIZING THE MAYOR AND DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD UNDER RFQ NO. 25-3110-02Q, FOR PROFESSIONAL SURVEYING AND GEOTECHNICAL SERVICES FOR THE CITYWIDE DRAINAGE IMPROVEMENT PROJECT, TO CRAVEN THOMPSON & ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND NO/100 (\$172,525.00); A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE EVALUATION DOCUMENTS ARE ATTACHED HERETO AS **COMPOSITE EXHIBIT B**; A COPY OF CRAVEN THOMPSON & ASSOCIATES INC.'S PROPOSAL FOR SURVEYING AND GEOTECHNICAL SERVICES IS ATTACHED HERETO AS **EXHIBIT C**; A COPY OF THE STATE OF FLORIDA CITYWIDE DRAINAGE IMPROVEMENTS PROJECT IS ATTACHED HERETO AS **EXHIBIT D**; COPIES OF EACH EXHIBIT MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2025-133

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, CANCELLING THE CITY COMMISSION REGULAR MEETING SCHEDULED FOR NOVEMBER 11, 2025, IN OBSERVANCE OF VETERANS DAY, PURSUANT TO CHAPTER 2, ARTICLE II, DIVISION 2, SECTION 2-51 OF THE LAUDERDALE LAKES CODE OF ORDINANCES; NOTING THAT CITY OFFICES WILL BE CLOSED IN OBSERVANCE OF THE HOLIDAY; ACKNOWLEDGING THAT THE CITY COMMISSION WORKSHOP SCHEDULED FOR NOVEMBER 10, 2025 WILL PROCEED AS PLANNED, TO BE FOLLOWED BY A SPECIAL CITY COMMISSION MEETING AT 7:00 P.M.; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2025-134

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-358(A)(11) OF THE LAUDERDALE LAKES PROCUREMENT CODE, PROVIDING AN EXCEPTION TO THE COMPETITIVE PROCESS FOR EDUCATIONAL OR ACADEMIC PROGRAMS, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT BY AND BETWEEN THE CITY OF LAUDERDALE LAKES AND THE DENNIS PROJECT, INC., PROVIDING FOR THE CONTINUATION OF THE SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATHEMATICS (S.T.E.A.M.) PROGRAM FOR FISCAL YEAR 2026, IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00)); A DRAFT COPY OF THE DENNIS PROJECT STEAM SATURDAYS PROGRAM PROPOSED CONTRACT TERMS AND CONDITIONS IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH IS AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to approve Resolutions 2025-130, 2025-131, 2025-132, 2025-133 and 2025-134.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

A. RESOLUTION 2025-135 AUTHORIZING THE EXECUTION OF THE UNIFORM COLLECTION OF NON-AD VALOREM ASSESSMENTS AGREEMENT

This resolution authorizes the execution of the Uniform Collection Agreement for Non-Ad Valorem Assessments between the City and The Honorable Abbey Ajayi, Broward County's first Constitutional Tax Collector.

City Attorney Calloway read Resolution 2025-135 by title:

RESOLUTION 2025-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, FLORIDA; APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND THE BROWARD COUNTY TAX COLLECTOR PROVIDING FOR UNIFORM COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS ("AGREEMENT"), A DRAFT COPY OF SAID AGREEMENT IS ATTACHED HERETO AS **EXHIBIT A** AND MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FURTHER FOR TRANSMITTAL INSTRUCTIONS TO THE ACTING CITY MANAGER; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-135 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

Sharon Haynes, Director of Financial Services stated that pursuant to Section 197.3632, Florida Statutes, local governments may utilize the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments. This method allows such assessments to be included on the annual property tax bill, promoting administrative efficiency and improving collection rates. The City has long participated in this method through agreements with Broward County for the collection of assessments related to Fire Rescue (since 1997) and Solid Waste and Stormwater (since 2001). As of 2025, Broward County transitioned to a Constitutional Tax Collector system, and The Honorable Abbey Ajayi was elected as the County's first Constitutional Tax Collector. As a result, a new Uniform Collection Agreement must be executed in order to continue participation in this collection method for FY 2025-26.

City Attorney Calloway stated that he spoke to their counsel today and the amounts that would be payable to the City will be around .07%.

Mayor Edwards Phillips opened the floor for public comments.

Hearing none, Mayor Edwards Phillips closed the floor for public comments.

Commissioner Harrison made a motion to approve Resolution 2025-135.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

B. RESOLUTION 2025-136 AWARDING A DESIGN-BUILD CONTRACT TO CONCORD TECHNOLOGIES, INC. FOR OTIS GRAY PARK IMPROVEMENTS

The resolution authorizes the Mayor and the City Commission to award a contract to Concord Technologies, Inc. in response to ITB# 25-6310-21B for RFQ of Otis Gray Park Improvements for an amount not to exceed \$839,050.00.

City Attorney Calloway read Resolution 2025-136 by title:

RESOLUTION 2025-136

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-356(A)(1) OF THE LAUDERDALE LAKES PROCUREMENT CODE AWARDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD TO CONCORD TECHNOLOGIES, INC., UNDER ITB NO. 25-6310-21B, PROVIDING FOR DESIGN, PERMITTING, AND CONSTRUCTION SERVICES FOR OTIS GRAY PARK IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THIRTY-NINE THOUSAND FIFTY DOLLARS AND NO/100 (\$839,050.00); A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE EVALUATION DOCUMENTS IS ATTACHED HERETO AS **COMPOSITE 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 DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-136 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

Maqsood Nasir, City Engineer, stated that Otis Gray Neighborhood Park is a 7.6-acre neighborhood-level park located on NW 26th St. The park was developed in the early 2000's and includes parking, shelters, two restroom facilities, covered playground, fitness stations and walking paths. This project proposes design, permitting, and construction of 9' x 3,000 L.F. (+/-10) flex pave fitness trail with the purchase and installation of fitness stations with equipment, bike racks, benches, and a water fountain. These elements are included in the design criteria documents. The City of Lauderdale Lakes solicited to select a design-build team for the design, permitting and construction services for the above-mentioned scope. City received total six proposals and City staff is recommending award to a Contract to Concord Technologies, Inc in response to ITB# 25-6310-21B for RFQ of Otis Gray Park Improvements for an amount not to exceed \$839,050.00.

Commissioner Harrison made a motion to approve Resolution 2025-136.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

C. RESOLUTION 2025-137 RATIFYING THE FILING OF THE CITY'S FINANCIAL REPORT FOR AUGUST 2025 (PERIOD 11) AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES FOR THE PURPOSE OF CONFORMING TO THE CITY'S ADOPTED FINANCIAL INTEGRITY PRINCIPLES AND FISCAL POLICIES

This resolution serves to ratify the August 2025 Financial Activity Reports provided by the Financial

Services Department.

City Attorney Calloway read Resolution 2025-137 by title:

RESOLUTION 2025-137

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, RATIFYING THE FINANCIAL SERVICES DEPARTMENT'S FILING OF FINANCIAL ACTIVITY REPORTS FOR THE MONTH OF AUGUST (PERIOD 11) OF FISCAL YEAR 2025, AS PREPARED FOR THE PURPOSE OF FULFILLING THE REQUIREMENTS OF SEC.82-327 OF THE CITY OF LAUDERDALE LAKES CODE OF ORDINANCES, COPIES OF SUCH FINANCIAL REPORTS ARE ATTACHED HERETO AS EXHIBIT A; A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Harrison made a motion to move Resolution 2025-137 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

Ms. Haynes explained the month of August revenues and expenditures.

Commissioner Thomas made a motion to approve Resolution 2025-137.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

D. RESOLUTION 2025-138 REGARDING THE CITY'S HOSTING THE POWER OF CHOICE-TEEN DECISION MAKING SUMMIT

This is a resolution regarding the City's hosting the Power of Choice-Teen Decision Making Summit.

City Attorney Calloway read Resolution 2025-138 by title:

RESOLUTION 2025-138

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; APPROVING AND AUTHORIZING THE JOINT COLLABORATION BETWEEN THE CITY OF LAUDERDALE LAKES' ("CITY") AND UNMUTE YOURSELF, INC., HOSTING AN EVENT ENTITLED "THE POWER OF CHOICE" ON NOVEMBER 15, 2025 AT THE CITY'S MULTI-PURPOSE AUDITORIUM, SPECIFICALLY FOR THE BENEFIT OF LAUDERDALE LAKES AND BROWARD COUNTY TEENAGERS; FURTHER AUTHORIZING THE LIMITED USE OF THE CITY'S NAME AND LOGO IN CERTAIN WRITTEN PUBLICATIONS SPECIFICALLY INTENDED TO MARKET AND ADVERTISE THE EVENT FOR THE LIMITED PERIOD BEGINNING OCTOBER 28, 2025 AND TERMINATING ON NOVEMBER 16, 2025; FURTHER PROVIDING FOR THE CITY COMMISSION'S APPROVAL AND PROVISION OF NOMINAL POLICE AND FIRE SUPPORT SERVICES; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Causwell made a motion to move Resolution 2025-138 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

Dr. Joannette Brookes-George of Unmute Yourself, Inc. spoke about the key topics of discussion taking place at the event

Vice Mayor Causwell made a motion to approve Resolution 2025-138.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

- E. RESOLUTION 2025-139 AUTHORIZING THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDED AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL RFP25-3410-18R, COMMUNITY BUS SERVICES, FOR A CONTRACTOR TO PROVIDE DAY TO DAY MANAGEMENT, OPERATION AND MAINTENANCE OF THE PUBLIC TRANSPORTATION SERVICES FOR LAUDERDALE LAKES NORTH/SOUTH AND EAST/WEST ROUTES ("LSF CONTRACT"), IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE DOLLARS AND FIFTY CENTS (\$75.50) PER HOUR; A FURTHER APPROVAL IS REQUESTED TO PAY AN INVOICE FOR THE PERIOD OCTOBER 1, 2025-OCTOBER 31, 2025 AT A RATE OF SIXTY EIGHT DOLLARS AND NINETY EIGHT CENTS (\$68.98) PER HOUR**

This resolution is to award a contract in accordance with the RFP25-3410-18R, Community Bus Services in an amount not to exceed \$75.50 per hour. An additional approval is requested to pay for services covered during the period October 1, 2025 -October 31, 2025, at a rate of \$68.98 per hour.

City Attorney Calloway read Resolution 2025-139 by title:

RESOLUTION 2025-139

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AWARDED AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, A CONTRACT WITH LIMOUSINES OF SOUTH FLORIDA, INC. FOR COMMUNITY BUS SERVICES IN ACCORDANCE WITH RFP25-3410-18R AND PURSUANT TO SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES CODE OF ORDINANCES, IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE DOLLARS AND 50/100 (\$75.50) PER HOUR, EFFECTIVE NOVEMBER 1, 2025, FOR A TWO (2) YEAR TERM WITH THREE (3) OPTIONAL ONE-YEAR RENEWALS, NOT TO EXCEED A TOTAL TERM OF FIVE (5) YEARS; FURTHER PROVIDING FOR PAYMENT FOR SERVICES RENDERED DURING THE PERIOD OCTOBER 1, 2025 THROUGH OCTOBER 31, 2025 AT A RATE OF \$68.98 PER HOUR; A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE EVALUATION DOCUMENTS IS ATTACHED HERETO AS **COMPOSITE EXHIBIT B**; A COPY OF THE TEMPORARY AGREEMENT IS ATTACHED HERETO AS **EXHIBIT C**; COPIES OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Harrison made a motion to move Resolution 2025-139 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

Mayor Edwards Phillips opened the floor for public comments.

Kelly Gonzalez Jr. stated that he is founder and CEO of Procal Mobility. He stated that the company

that is being awarded is the third highest expensive company. He is requesting the item be tabled and allow his company to interview.

Aazam Piprawala, Procurement Administrator, stated that the City entered into an interlocal agreement with Broward County to provide Community Bus Services. In April 2019, Broward County Transit Division released an application to municipalities to provide new or expanded services with a goal of growing ridership and ensuring effective and efficient use of funding. Per the Transportation Surtax Agreement, proceeds will be used to directly fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improved or new Community Bus Service. Broward County reimburses the city 100% of the cost. He briefly explained the procurement process and stated that the proposed awarded company was selected by an evaluation committee. He further explained that increased rate regarding the invoice for October.

Vice Mayor Causwell inquired as to how much is the contract worth.

Mr. Piprawala stated that the contract is based on a rate because it depends on how many times the shuttle runs.

Vice Mayor Causwell inquired as to how much the invoice averaged in the past.

Ms. Lockett stated that the average invoice is about \$20,000 per month and approximately \$300,000 annually.

Commissioner Harrison stated that he has never seen a contract based on a rate and it is a bit vague to him. He would like to have a presentation from bidders when the ratings are very close. He would like to table the item.

Mr. Calloway explained that the procurement process was followed. If a vendor has a problem with the process, there was a procedure to be followed where there is a deadline.

Commissioner Harrison made a motion to table the item.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

Mayor Edwards Phillips thanked everyone for attending the meeting and informed of the different areas in the City where people can leave donations for people in Jamaica as they were experiencing the devastating effects of Hurricane Melissa.

13. REPORT OF THE VICE MAYOR

Vice Mayor Causwell encouraged everyone to Food for the Poor as they will be assisting with sending food to Jamaica. She thanked the Historic Preservation Board for believing in her as a 2025 Broward County Pioneer.

14. REMARKS OF THE COMMISSIONERS

Commissioner Harrison stated that he is praying for Jamaica and encouraged everyone to donate. He spoke of the upcoming chess challenge taking place on Thursday, November 8th.

Commissioner Thomas asked everyone to pray for Jamaica and to donate to Food for the Poor. She congratulated Vice Mayor Causwell on being a 2025 Broward County Pioneer.

15. REPORT OF THE CITY MANAGER

Acting Assistant City Manager Lockett spoke of the upcoming events in the City.

16. REPORT OF THE CITY ATTORNEY

There was no report.

17. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 9:15 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, MMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

PETITIONS FROM THE PUBLIC

Summary

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title

RESOLUTION 2025-140 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; PURSUANT TO SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE AND IN ACCORDANCE WITH THAT CERTAIN FORMAL COMPETITIVE PROCUREMENT PROCESS IDENTIFIED AS REQUEST FOR PROPOSAL, COMMUNITY BUS SERVICES, RFP25-3410-18R ("SOLICITATION"), AWARDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BY AND BETWEEN THE CITY OF LAUDEDALE LAKES AND LIMOUSINES OF SOUTH FLORIDA, INC., PROVIDING FOR DAY TO DAY MANAGEMENT, OPERATION AND MAINTENANCE OF COMMUNITY BUS SERVICES FOR THE CITY OF LAUDERDALE LAKES' NORTH TO SOUTH AND EAST TO WEST ROUTES IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE DOLLARS AND 50/100 (\$75.50) PER HOUR, EFFECTIVE NOVEMBER 1, 2025, FOR A THREE (3) YEAR TERM WITH TWO (2) OPTIONAL ONE-YEAR RENEWALS

Summary

This resolution is to request award of a contract to Limousines of South Florida, Inc. in accordance with the RFP25-3410-18R, Community Bus Services in an amount not to exceed \$75.50 per hour.

Staff Recommendation

Background:

The City of Lauderdale Lakes entered into an interlocal agreement with Broward County to provide Community Bus Services. In April 2019, Broward County Transit Division released an application to municipalities to provide new or expanded services with a goal of growing ridership and ensuring effective and efficient use of funding. Per the Transportation Surtax Agreement, proceeds will be used to directly fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improved or new Community Bus Service.

Broward County requires the city to provide a vendor and an hourly rate that is the outcome from a public solicitation for this service. Broward County reimburses the City 100% of the cost based on the rate the vendor is awarded at by the city. The city is billed by the actual services provided, which is affected by breakdowns, public holidays, severe weather etc. The monthly invoices in the past 12 months range from \$15,000 to \$30,000.

The current contractor to operate the service is Limousine of South Florida, Inc. The Procurement Division, prepared and issued a solicitation (RFP25-3410-18R) for Community Bus Service as the last contract expired. Six (6) firms made a submittal on DemandStar, however 2 were found Non-Responsive:

Firm	Note
Bid Lab	Did not provide any documents
General Fleet Services Inc	Did not Provide a price sheet and some documentation

The remaining firms were found responsive and evaluated by a committee in a public meeting. The evaluation yielded the following results:

Firm	Evaluation Score	Hourly Rate
Limousines of South Florida, Inc.	277.70	75.50
PTransport Corp	260.40	73.64
A1A Airport and Limousine Service	224.60	75.00
Phoenix Bus Inc	114.30	180.00

Staff request the city commission to approve of a contract award between the City of Lauderdale Lakes and Limousines of South Florida Inc. for Community Bus Services, where the vendor will provide day to day Management, Operation and Maintenance of the Public Transportation Services for Lauderdale Lakes North/South and East/West Routes, which represents the best value to the City at an hourly rate of \$75.50

The term of this agreement shall be for a three (3) year term, effective November 1, 2025 and may be renewed for an additional two (2) years, on a year-by-year basis, for a total term not-to exceed five (5) years. Each renewal of this agreement is contingent upon approval by the City and continued satisfactory performance by the Vendor in accordance with the terms of the agreement. The Department of Parks and Human Services is responsible for managing and coordinating the Community Bus Services.

Funding Source:

This program is 100% funded by the Broward County Transportation Surtax administered by Broward County. Funds are allocated 1021200-3410-CMBUS.

Fiscal Impact:

Sponsor Name/Department: Aazam Piprawala, Procurement Administrator, Financial Services Department and Ericka Lockett Director

Meeting Date: 11/10/2025

ATTACHMENTS:

Description	Type
❑ Resolution 2025-140 - Awarding Contract to Limousines of South Florida Inc. for Community Bus Services (Revised)	Resolution
❑ Exhibit A - Solicitation	Exhibit
❑ Exhibit B - Draft Contract	Exhibit
❑ Exhibit C - Evaluation documents	Exhibit
❑ Sec. 82-364. Appeals and remedies.	Backup Material

RESOLUTION 2025-140

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; PURSUANT TO SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE AND IN ACCORDANCE WITH THAT CERTAIN FORMAL COMPETITIVE PROCUREMENT PROCESS IDENTIFIED AS REQUEST FOR PROPOSAL, COMMUNITY BUS SERVICES, RFP25-3410-18R ("SOLICITATION"), AWARDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BY AND BETWEEN THE CITY OF LAUDEDALE LAKES AND LIMOUSINES OF SOUTH FLORIDA, INC., PROVIDING FOR DAY TO DAY MANAGEMENT, OPERATION AND MAINTENANCE OF COMMUNITY BUS SERVICES FOR THE CITY OF LAUDERDALE LAKES' NORTH TO SOUTH AND EAST TO WEST ROUTES IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE DOLLARS AND 50/100 (\$75.50) PER HOUR, EFFECTIVE NOVEMBER 1, 2025, FOR A THREE (3) YEAR TERM WITH TWO (2) OPTIONAL ONE-YEAR RENEWALS; A COPY OF THE SOLICITATION IS ATTACHED HERETO AS **EXHIBIT A**, A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT B**; A COPY OF THE EVALUATION DOCUMENTS IS ATTACHED HERETO **AS COMPOSITE EXHIBIT C**; COPIES OF EACH WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") entered into an Interlocal Agreement with Broward County to provide Community Bus Services, with the Broward County Transit Division funding 100% of the cost of these services through the Transportation Surtax Agreement, which supports the operation, maintenance, and capital costs of Community Bus Services;

WHEREAS, Broward County requires municipalities to select a qualified vendor and establish an hourly service rate for Community Bus Services through a formal competitive solicitation process;

WHEREAS, the City receives full reimbursement from Broward County for the actual costs associated with the management, operation, maintenance of Community Bus Services throughout the City and based on the hourly rate awarded through the solicitation;

1 WHEREAS, the City is billed monthly by the community bus service provider based on the
2 actual hours of service provided, which hours might vary due to factors such as equipment
3 breakdowns, public holidays, or severe weather conditions;

4 WHEREAS, based on the historical invoice data collected during the management and
5 operation of such community bus services throughout designated routes with the City, City Staff
6 estimates that the monthly invoices for the Community Bus Services will range from
7 approximately Fifteen Thousand Dollars (\$15,000) to Thirty Thousand Dollars (\$30,000),
8 reflecting these operational variations;

9 WHEREAS, in accordance with Section 82-356(a)(3) of the Lauderdale Lakes Procurement
10 Code, the City utilized a competitive sealed proposal (Request for Proposals, RFP25-3410-18R)
11 process to solicit a qualified firm to provide day-to-day management, operation, and
12 maintenance of the City's North/South and East/West public transportation routes;

13 WHEREAS, as required under Section 82-356(a)(3), adequate public notice of the RFP was
14 provided, proposals were received and opened in a manner that protected the integrity of the
15 procurement process, and all responsive proposals were evaluated by an Evaluation Committee
16 in a duly noticed public meeting;

17 WHEREAS, six (6) firms submitted proposals via DemandStar; however, Staff determined
18 that two (2) such proposals were deemed non-responsive for failing to submit required
19 documentation: (1) Bid Lab, for not providing the City with any documents and (2) General Fleet
20 Services Inc. for not providing the City with a price sheet or other documentation;

WHEREAS, the remaining four (4) responsive proposals were publicly evaluated and scored by an evaluation committee ("Committee") that was specifically convened for purpose of evaluating the proposals and making a recommendation to the City Commission based on the criteria set forth in the Solicitation. The City's Evaluation Committee scored the proposers as

<u>Firm</u>	<u>Evaluation Score</u>	<u>Hourly Rate</u>
Limousines of South Florida, Inc.	277.70	75.50
PTransport Corp	260.40	73.64
A1A Airport and Limousine Service	224.60	75.00
Phoenix Bus Inc	114.30	180.00

follows:

WHEREAS, based upon the results of the Committee's evaluation and scoring of the proposals against the criteria and factors set forth in the Solicitation in accordance with Section 82-356(a)(3)(h) of the Lauderdale Lakes Procurement Code, the Committee determined that Limousines of South Florida, Inc. submitted the proposal that was deemed the most advantageous to the City, and offering the best value at an hourly rate of \$75.50;

WHEREAS, the term of the agreement shall be for three (3) years, effective November 1, 2025, with the option to renew annually for up to two (2) additional years for a total term not to exceed five (5) years, contingent on performance and annual approvals;

WHEREAS, the Department of Parks and Human Services will oversee the management and coordination of the Community Bus Services under this agreement; and

WHEREAS, this expenditure is fully funded by Broward County through the Transportation Surtax and funds have been allocated under Account Number 1021200-3410-CMBUS, with sufficient appropriations available for Fiscal Year 2026.

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

3 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
4 confirmed as being true, and the same are hereby made a part of this Resolution.

5 SECTION 2. AUTHORITY: The City Commission hereby approve and authorize the
6 award of contract (RFP No. 25-3410-18R) for Community Bus Services to Limousines of South
7 Florida, Inc., for the day-to-day management, operation, and maintenance of the North/South
8 and East/West public transportation routes at a rate not to exceed \$75.50 per hour, in
9 substantially the form as attached hereto as **Exhibit B**, and incorporated herein by reference.

10 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through
11 the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the
12 Agreement with one (1) copy of the Agreement to be directed to Limousines of South Florida,
13 Inc.; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office
14 of the City Attorney.

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18 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS SPECIAL MEETING HELD NOVEMBER 10, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, MMC, CITY CLERK

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

Sidney C. Calloway, City Attorney

Sponsored by: Aazam Piprawala, Procurement Administrator, and Ericka Lockett Director of Parks and Human Services

VOTE:

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



REQUEST FOR PROPOSAL

Community Bus Services

RFP NO.: 25-3410-18R

Issued on behalf of the Department of Parks and Human Services

CITY OF LAUDERDALE LAKES

Financial Services Department

4300 NW 36th Street

Lauderdale Lakes, FL 33319

Phone: (954) 535-2700

Fax: (954) 535-1892



City of Lauderdale Lakes, Florida
Purchasing Division
Lauderdale Lakes, FL 33319
www.lauderdalelakes.org
purchasing@lauderdalelakes.org
954-535-2700

Solicitation:	25-3410-18R	RFP Issue Date:	8/19/2025
Proposal Description:	Community Bus Services		
Non-Mandatory Pre-Bid Conference:	N/A	Time:	N/A
Proposal Submittal Deadline:	9/12/2025	Time:	10:00AM

PROPOSALS MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED ABOVE. PROPOSALS WILL BE ACCEPTED AND NAMES OF PROPOSERS READ ALOUD AT THAT TIME. LATE PROPOSERS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE PROPOSERS:

You are hereby invited to submit your proposal for the requirements as specified herein. The original proposal and the required number of copies must be received in a sealed container that has your company name, address, RFP number, and description.

Proposals must be delivered and time stamped prior to the public opening to:	City of Lauderdale Lakes Purchasing Division 4300 NW 36 th Street Lauderdale Lakes, FL 33319
---	--

Legal Name of Proposer:	
Contact Person:	
Telephone Number:	
Email Address:	

Solicitation Information

Proposal Name:	Community Bus Services
Purpose/Project Description:	The City of Lauderdale Lakes requests a qualified and experienced Contractor to provide day to day management, operation and maintenance of the public transportation services for Lauderdale Lakes North/South and East/West routes. The services shall be nine (10) hours per day, Monday through Friday and 6 hours on Saturday within the City, at the locations and according to the schedules set forth.

Event	Location	Date	Time
RFP Published	City of Lauderdale Lakes, FL	8/19/2025	3:00PM
Pre-Proposal Conference	There will be no Pre-Bid Conference	N/A	N/A
Last Day for Questions	City of Lauderdale Lakes, FL	9/2/2025	5:00PM
RFP Close Date/Bids Due	City of Lauderdale Lakes, FL	9/12/2025	10:00AM
Evaluation Committee Review	City of Lauderdale Lakes, FL	9/23/2025	11:00AM
Presentation	City of Lauderdale Lakes, FL	TBD	TBD
Anticipated Award Date	City of Lauderdale Lakes, FL	TBD	TBD

Note:

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

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

Mr. Aazam Piprawala
Procurement Administrator

purchasing@lauderdalelakes.org

Please send written questions in the form of an email.

REQUEST FOR PROPOSAL

CITY OF LAUDERDALE LAKES, FLORIDA

The City of Lauderdale Lakes, Florida, hereinafter referred to as the "City", is hereby soliciting proposals from experienced and qualified contractors to provide Community Bus Services as listed in the Request For Proposal #25-3410-18R to be received **ELECTRONICALLY** at the Purchasing Division, City of Lauderdale Lakes, 4300 NW 36th Street, Lauderdale Lakes, Florida 33319-5599, **September 12th, 2025 at 10:00AM** at which time this RFP will be publicly declared closed.

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

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

RFP: 25-3410-18R

Title: Community Bus Services

Deadline for Receipt of Proposals: September 12th, 2025 at 10:00AM

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

RFP: 25-3410-18R Community Bus Services

Sep 12, 2025, 10:00 – 10:30 AM (America/New_York)

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

<https://meet.goto.com/bobbiw/rfp25-3410-18rcommunitybuservices>

You can also dial in using your phone.

Access Code: 874-835-045 United States: +1 (224) 501-3412

- One-touch: tel:+12245013412,,874835045#

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

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

Pre-Proposal Conference: There will be NO pre-proposal conference held for this solicitation.

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

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

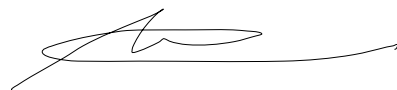
Advertisement:

City of Lauderdale Lakes, Florida

Dates:

8/24/2025

8/27/2025

By: 

Aazam Piprawala

Procurement Administrator

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SPECIAL INSTRUCTIONS TO PROPOSERS

SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Request for Proposals, the intent and meaning shall be interpreted as follows; and the same shall be deemed incorporated in my proposal.

- 1.1 City:** The City of Lauderdale Lakes, Florida.
- 1.2 Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3 Contract Administrator:** The Procurement Agent or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- 1.4 Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5 Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.
- 1.6 Purchasing Office:** The Purchasing Division-Department of Financial Services of the City of Lauderdale Lakes.
- 1.7 “Provider”, “Bidder”, “Proposer”, “Successful Proposer” “Contractor” or “Consultant”:** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.8 Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Proposal.
- 1.9 Request for Proposal, “RFP”, or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Purchasing Division.
- 1.10 Request For Proposal, or Proposal:** Terms used interchangeably in this Request For Proposal while retaining the same meaning.
- 1.11 Sub-Proposer/Sub-consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.
- 1.12 Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

SECTION 2 – SCOPE OF SERVICES

I. GENERAL SCOPE OF SERVICES:

The City of Lauderdale Lakes seek the services of a qualified Contractor to provide day to day management, operation and maintenance of the public transportation services for Lauderdale Lakes North/South and East/West routes. The services shall be ten (10) hours per day, Monday through Friday and 6 hours on Saturdays within the City, at the locations and according to the schedules set forth.

II. PROPOSER'S SERVICES:

A. The Proposer agrees to provide all services necessary for the day to day management, operation and maintenance of the public transportation services for the Lauderdale Lakes, North/South and East/West Transit Routes according to Exhibit "A", Bus schedule – North/South and East/West routes.

B. The Proposer shall provide free public transportation services (until such time as City determines a fare to be appropriate), within the City at the locations and according to the schedules set forth in Exhibit "A", Bus schedule – North/South and East/West routes.

C. The established service shall be for two (2) buses on a fixed route basis with designated intermediate stops a minimum of fifty (50) hours per week (9:00 am – 5:55 pm) Saturdays 6 hours per week (8:00am-2pm) for Route #1 and fifty (50) hours per week (9:00 am – 5:55 pm) Saturdays 6 hours per week (8:00am-2pm) for Route # 2 and a minimum of five (5) days per week for both routes. The hours of operation may be amended from time to time at the discretion of the City and Broward County to respond to budgetary constraints and/or the needs of the community.

D. The City and Proposer shall maintain a minimum average of seven (7) passengers per revenue hour on the route operated by the City and Proposer. In the event that City and Proposer do not maintain such minimum average of passengers, City and Proposer shall attempt to increase ridership, which may include modification of the route.

E. The Vehicle shall be operated by a properly licensed operator ("vehicle chauffeurs") employed by the Proposer. The Proposer is required to have a Class A or B CDL license. These employees shall provide full utilization of vehicle to all including disabled passengers while in service.

F. Vehicle chauffeurs hired by Proposer shall issue Broward County bus route timetables or other transit information to any passenger requesting such material.

G. Insofar as possible, scheduled service shall be coordinated with existing Broward County bus service. It is the intent of the parties that City's scheduled service shall not duplicate existing Broward County bus service.

- H. The Proposer shall maintain the vehicle provided by the City in accordance with the Manufacturer's standards and keep vehicle in reasonable and operating conditions at all times.
- I. The Proposer will be held responsible for meeting the requirements of the Americans with Disabilities Act (ADA) while the vehicle provided herein is utilized for City transportation. To the extent that any terms of the eventual Contract are inconsistent with the ADA, the requirements of the ADA shall prevail.
- J. The Proposer shall at all times comply with the requirements of Broward County Ordinance 92-8, pertaining to the maintenance of a Drug-Free Workplace Program.
- K. The Proposer shall at all times comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration (FTA), which shall include, but not be limited to regulations for drug and alcohol testing. To the extent that any terms of the intended Contract are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.
- L. The Proposer agrees that throughout the term of this Agreement that the Broward County Transit (BCT) logo, the Broward County assigned identification number and the City of Lauderdale Lakes logo shall be conspicuously displayed on the rear of the vehicle at all times.
- M. The Proposer shall maintain certain records of information and data in the format prescribed by Broward County and shall furnish such records to Broward County, with a copy to the City, on a monthly basis.
- N. The Proposer shall, at all times, insure that the vehicles are equipped with fully operational Florida Relay System equipment to assist the hearing and speech impaired riders.
- O. Per the Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, Provider may not discriminate on the basis of race, color, national origin, age, disability, family or religious status, in the selection and retention of any employees and/or subcontractors.

III. CITY'S SERVICES:

- A. The City shall review all policies established by the Proposer relative to the public transportation services.
- B. City shall review the service planning, including adjustments to the routes, schedules, and such other factors that affect the quality of service provided.
- C. The City shall provide Proposer with bus route timetable prepared by Broward County Mass Transit Division sufficient to inform City and Broward County residents, visitors and passengers of service to be made available.

- D. The City, in coordination with Broward County, shall be responsible for designation of transit stops. It is understood that passengers will be able to board at designated stops or depart from anywhere along the route as well as designated stops.
- E. The City shall lease to Proposer two (2) twenty (20) passenger, wheelchair accessible, passenger vehicles, obtained from County, to be used in regular service route. Such vehicles shall comply with the Americans With Disabilities Act of 1990 and all applicable federal and state regulations. The vehicle shall be leased to the Proposer for Ten Dollars (\$10.00) per year. Prior to acceptance of the vehicle by Proposer, the Proposer, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle by a mechanic designated by the Proposer.
- F. The City shall provide the manufacturer's warranties and maintenance shop manuals to the Proposer.

IV. COMPENSATION:

- A. In return for services provided by the Proposer, the City agrees to pay the Proposer on an hourly basis, per hour in revenue service. The funds shall be used by Proposer solely for the purposes of maintaining, operating and properly equipping the vehicle and for no other purpose. City shall not be responsible for payment of any other monies to the Proposer.
- B. The City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Proposer as they become due. Proposer shall submit invoices to the City documenting hours of service provided by the Proposer during the preceding month, together with such additional documentation which may be required by the City (e.g. ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Proposer pursuant to the terms set forth in the Agreement.

V. PERFORMANCE STANDARDS:

- A. The public transportation service described in the Agreement shall begin operations when the notice to proceed is issued, and such service shall run according to the schedule set forth in Exhibit "A". The schedule shall be followed unless otherwise agreed upon in writing by the parties.
- B. The Proposer shall complete one hundred percent of all scheduled trips on a daily basis, subject to delays which are attributable to (added: traffic conditions), vehicular accidents, and mechanical breakdowns.

VI. PERSONNEL REQUIREMENTS:

- A. Proposer shall designate a Project Manager who will oversee the complete operation of the public transportation service and will serve as the day-to-day liaison with the City.

- B. Vehicle chauffeurs employed by the Proposer during the term of the intended Contract shall be properly licensed operators. The vehicle chauffeurs shall possess the qualifications required by the State of Florida and Broward County. The vehicle chauffeurs shall be required to attend and successfully complete Broward County's training program prior to operating the vehicles. All drivers shall possess the following qualifications and adhere to the following standards. Proposer shall immediately dismiss any driver from performing services, should the driver fail to maintain said qualifications or standards as listed below:
- Minimum age for drivers shall be 21 years.
 - Drivers must possess a valid Florida Commercial driver's license as required by law.
 - Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period. Drivers shall have no history of a conviction for a DUI.
 - Drivers must be capable of speaking, writing, and understanding the English language fluently.
 - Drivers shall operate the vehicle in a safe and timely manner.
 - Drivers shall be courteous to all passengers and the general public at all times and shall respond to passenger questions regarding the use of the subject service.
 - At all times while on duty, drivers shall wear clean and presentable uniforms which include a company shirt, appropriate length shorts, skirt or pants and closed toe shoes.
 - Drivers shall distribute or collect flyers, handouts, surveys, etc. as City may request from time to time.
 - Drivers shall not accept gratuities.
 - Drivers shall assist all passengers, including passengers with disabilities with entering and exiting the vehicles.
 - Drivers shall not smoke or play radios, or permit passengers to do the same in the vehicles (unless the passenger is using headphones with radios).
 - Driver shall not talk on cellular phones nor have on headphones while operating vehicles.
 - Drivers shall not be convicted of a crime during the term of the Contract.
 - Drivers shall not test positive for drug test administered by a responsible testing facility or in cooperation with the drug-testing program at Broward County or the City.

VII. CONDITION AND MAINTENANCE OF VEHICLES

- A. Proposer shall maintain the vehicles in accordance with manufacturer's standards.
- B. Proposer shall supply any additional vehicles to provide for back-up service within thirty (30) minutes in the event that vehicle is out of service. Proposer shall provide an ADA accessible backup vehicle should it be necessary to continue service as outlined in this contract.
- C. Vehicle shall be maintained in good condition, operationally and be in clean appearance at all times. The vehicle shall be kept in good repair and condition, satisfactory to the City at a minimum to the standards listed below:
1. Equipping of Vehicle:
 - The vehicle shall be equipped with all required safety equipment.

- The vehicle shall be equipped with two-way communications to be provided by the Proposer.
 - The vehicles shall conform to the standards required by the Americans With Disabilities (ADA).
 - The vehicle shall have heating and air conditioning systems that are fully operational every day the vehicle is in service.
2. Maintenance of vehicle
- The interiors of the vehicle shall be cleaned at least once per day and the exterior shall be cleaned at least once per week. The vehicle shall be exterminated for pests at least once per week. Proposer shall have a continuing obligation to ensure cleanliness of the vehicle, and Proposer shall perform additional cleaning and extermination for pests as circumstances may warrant.
 - The vehicle and equipment of the vehicle shall be maintained in fully operational condition at all times during the term of the contract. Proposer shall cause all components of each vehicle, including its body, frame, graphic wrap, furnishings, mechanical, electrical, hydraulic, rims, tires or other operating systems to be maintained according to manufacturer's recommendations. Proposer shall cause any vehicle damaged in an accident or otherwise to be repaired to be replaced immediately, including the graphic wraps. Proposer shall, at its sole cost and expense, provide fuel, lubricants, parts and supplies as required for the maintenance and operation of the vehicle.
 - The vehicle shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rule Chapter 14-90, "Minimum Requirements for Transit Coaches and System Equipment." All parts of the vehicle and equipment mounted on or in the vehicle shall conform at a minimum to all applicable federal motor vehicle safety standards.
 - Proposer shall initiate and maintain an effective safety and mechanical inspection program.
 - The vehicle shall be available for inspection by the City prior to Proposer placing them in service and at any time thereafter at the City's discretion. City has the sole discretion to reject temporarily or permanently any vehicle which City deems acceptable for reasons of safety, disrepair or appearance.

VIII. RECORD KEEPING, REPORTING AND AUDITING

- A. The Proposer shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by City to ensure a proper accounting record. The system of accounting will be in accordance with generally accepted accounting principles and practices. All project records prepared by Proposer shall be owned by City and made available to City at no charge. City may elect to authorize representatives to inspect, audit, and analyze the records of Proposer relating to the subject service. City shall have the right to audit the books, records and accounts of the Proposer. Proposer shall keep such books, records, and accounts as may be necessary in order to

record complete and correct entries related to the project or according to the scheduled reporting periods.

- B. Proposer shall record on a daily basis and report daily to the City all disruptions in service, to include but not limited to late service, vehicle breakdowns, accidents, if a vehicle is out of service and any other incidents affecting service.
- C. Proposer's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. Proposer agrees to submit copies of such documentation to the City on a weekly basis.
- D. Proposer shall maintain daily records of total passenger utilization and total mileage logged on the vehicle while performing the services. Proposer's Project Manager shall provide accurate reports on ridership by trip to the City on a monthly basis.
- E. City shall approve Proposer's forms that may be required.
- F. In the event funds paid to Proposer are subsequently disallowed by the City because of accounting errors or charges not in conformity with the services to be rendered, Proposer shall refund promptly to the City such disallowed funds or such disallowed funds will be withheld from subsequent payment by the City to the Proposer. No payment will be withheld or disallowed until the City has given the Proposer written notice of the reason, with ten (10) days to correct, cure or otherwise reasonably satisfy the City. No more than the disputed amount will be withheld. Both City and Proposer shall diligently pursue the resolution of any dispute regarding the accounting or charges.
- G. Proposer shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to these services for a period of five (5) years after termination of the resultant contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The contract shall also adhere to Public Records, Chapter 119 of the Florida Statute.

IX. PRE-SERVICE REQUIREMENTS

The following items shall be delivered to the City by Proposer at least two (2) days prior to the start of service and are subject to approval by the City:

- A. An operations manual for the subject services which describes all operations, procedures and policies, including, but not limited to, the following:
 - Vehicle operating procedures
 - Communications operating procedures
 - Driver conduct rules and regulations
 - Safety procedures
 - Accident procedures
 - Administration and reporting procedures, and

- Other operating procedures and policies, as required for proper operation of the subject service

- B. Job descriptions for drivers and administrative personnel
- C. Maintenance procedures for the vehicle.
- D. Training procedures for drivers.

X. MISCELLANEOUS REQUIREMENTS

- A. The City will manage and receive all funds for advertising on or in the buses. Advertising of any alcohol, tobacco, adult entertainment, gambling, overtly sexual material, or obscene or offensive materials will be prohibited. If the City reasonably objects to any advertisement, such advertisement shall be removed within fifteen (15) days of written notice.
- B. FINES: The Proposer acknowledges that the City will incur certain costs or damages in monitoring and seeking conformance with the requirement of the Agreement, or in the event of a breach of this Agreement, the amount(s) of which cannot be specifically ascertained, notwithstanding their respective efforts to do so. Accordingly, the Proposer and City have established a governing schedule of fines. The Schedule of fines the City will assess against the Proposer as a consequence of the Proposer's failure to conform to the customer service requirements as outlined in the Agreement are as follows:
 - Failure to provide backup service within thirty (30) minutes in the event that one or more vehicles are out of service shall result in a fine of \$30.00 per hour per affected bus or van.
 - Failure to provide heat or air conditioning shall result in a fine of \$30.00 per hour per affected bus or van.
 - Failure to maintain vehicles shall result in a fine of \$15.00 per hour per affected bus or van.
 - Failure to maintain transit schedule within a 15 minute window, excluding acts of weather, road construction/closing, or driver illness shall result in a fine of \$6.00 per hour per affected bus or van.
 - Failure to notify the City regarding any changes in schedule shall result in a fine of \$6.00 per hour per affected bus or van.

*All fines shall be prorated for any portion less than one (1) hour.

- C. COMPORTMENT; CHANGE OF PERSONNEL: At all times when such personnel are in the CITY OF LAUDERDALE LAKES, whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect upon the City or call into the question the competence or demeanor of such person relative to the performance of the transportation services, which, by its nature, requires such personnel to potentially come into contact with minors and the handicapped. The City reserves the right to require the change of any personnel upon not less than three (3) business day's written notice, setting forth the name of the person to be

replaced, or in the absence of a name, the route taken and the time of day in which the transportation services were provided.

- D. DUTY ROSTER: The Proposer shall provide the City with the name of each personnel, and the route and date of such individual's duty station. Such roster shall be provided on a weekly basis as of Friday of the week preceding.
- E. HOLDING OF FUNDS: The City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Proposer as they become due. Proposer shall submit invoices to the City documenting hours of service provided by the Proposer during the preceding month together with such additional documentation which may be required by the City (e.g. ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Proposer pursuant to the terms set forth herein.
- F. LIVING WAGE REQUIREMENT: To the extent Proposer is a "covered employer" within the meaning of Broward County Ordinance No. 2002-45, as may be amended from time to time, City agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and City shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete all of the obligations set forth therein. City shall be responsible for and shall ensure that all of its subcontractors that qualify as covered employers fully comply with the requirements of such ordinance and satisfy, comply with, and complete all of the obligations set forth therein.

SECTION 3 – QUALIFICATIONS

Proposals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

SECTION 4 - TERM OF CONTRACT

The City anticipates awarding a two (2) year term contract beginning 2025 or soon thereafter. There will be three (3); one (1) year renewal options thereafter and may be contingent upon subsequent funding by the Broward County.

SECTION 5 – INQUIRIES/AVAILABILITY

Any questions regarding the specifications and solicitation process must be submitted in writing to the Purchasing Division sent to the attention of the Procurement Agent. To allow sufficient time for the City to respond to, requests for clarification and additional information should be received no later than August 29th, 2025 at 10:00AM.

Purchasing Division
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Email: purchasing@lauderdalelakes.org

Solicitation documents shall be obtained by contacting DemandStar at www.demandstar.com.

CONTACT WITH PERSONNEL OF THE CITY OF LAUDERDALE LAKES OTHER THAN THE PROCUREMENT AGENT OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

- A. Proposer should submit (in a sealed envelope indicating Proposer's name and Request For Proposal (RFP) number) copies of the Proposal, each identified as follows:

RFP No.: 25-3410-18R

RFP Name: Community Bus Services

Due Date/ Time: September 12th, 2025 at 10:00AM

- B. All (RFP's), must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. One (1) unbound one-sided original, five (5) bound copies **[a total of six (6)] and one (1) electronic copy** of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.
- C. Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the city as constituting an Offer by the Proposer to perform the required services.

SECTION 7 - EVALUATION METHODOLOGY

- A. The City will assemble an evaluation and selection committee comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein; and other requirements as required by the City.
- B. **The Qualification Package is designed to provide information about your firm. In addition, the information provided will be used in evaluating the firm's qualifications to perform the advertised work. The weighted criteria listed below are provided to assist the Proposers in the allocation of their time and efforts during the submission process:**

CRITERIA	MAXIMUM POINTS
Location	5
Past Performance	15
Experience and skills of key personnel	20
Approach for Performance (Dispute Resolution/Communication System/Contingency Plan)	30
Financial Strength and Stability of firm	15
Cost	15

Location Rating Table

Location	Rating
Firm resides within Lauderdale Lakes	5
Firm resides outside of the above, but in Broward County	4
Firm resides within Dade or Palm Beach, County	3
Firm resides outside of the above	1

C. Evaluation Definitions:

- Location – This category evaluates the local preference provision and the location of the Proposer's business. The Proposer will receive the maximum points if located in Lauderdale Lakes and minimum points if it resides outside Lauderdale Lakes and Broward County.
- Past Performance – This category evaluates the Proposer's performance on similar projects and reference information from past customers on how the services were rendered.
- Experience and Skills of key, personnel – This category evaluates the Proposer's experience and skills of the firms key personnel.
- Approach for Performance (Dispute Resolution/communication system and Contingency Plan) – This category evaluates the Proposer's approach, methodology and capability for completing the project effectively and efficiently.
- Financial Strength and Stability of Firm – This category evaluates the Proposer's financial strength and stability of the firm. This evaluation will be completed by the financial professional of our city.
- Cost – This category evaluates the Proposer's total cost for the required services as outlined in the scope of services.

Evaluating Cost:

The Base Cost Score will be evaluated as follows:

Calculation example:

Cost Score:

Assumptions: Vendor A total Price \$40,000

Score = (LV/EV) x15 points:

Where: Score = Computed cost score for the Proposer (PC)

LV = Lowest total price of all Vendors (Vendor A, in this case)

PC = This Proposer's Cost

SECTION 8 - SELECTION PROCEDURE

- A. A Selection/Negotiation Committee appointed by the City Manager will be responsible for short listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any proposer. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.
- B. Shortlisted firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Commission.
- C. The committee reserves the right to negotiate an agreement with the shortlisted firms individually based upon ranking or to conduct concurrent negotiations to reach an agreement with one of the shortlisted firms, which will be recommended to the City Commission for award.
- D. The City reserves the right to award to one proposer, to split the award among multiple proposers (if applicable) or to not award.
- E. Any contract(s) resulting from this RFP shall be in compliance with ALL applicable federal, state and local laws (including the Davis Bacon and Related Acts (DBRA) language. The selected consultant(s) will also be required to comply with all applicable laws, ordinances, rules, regulations and contract provisions.
- F. Include any required forms using the additional Federal Transit Administration (FTA) United States Department of Transportation (USDOT) Funding Supplement (Exhibits 1-11). Note that all forms may not apply. These forms will be reviewed and approved by Broward County.
- G. NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE PROPOSER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) TO THE PROPOSER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROPOSER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARDS, AND THE CITY SHALL IN NO WAY BE ESTOPPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

SECTION 9– REJECTION CRITERIA

- A. Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all inclusive):

- All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- The instructions, order and matrixes in the Proposal Package have not been properly followed.
- The RFP response Package is found to have concealed or contained false and/or misleading information.
- The City did not receive the RFP Package prior to the submittal deadline.
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**
- Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- The proposal/bid bond/fidelity bond, if required, is not included in the Package.
- The Proposal signature page and certification is not properly executed.
- Substitution of (SF) 330 for Tab #3, Management Team, and Tab#4 Specific Related Experience of the Firm sections.

SECTION 10 - WAIVERS

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

SECTION 11 - INSURANCE REQUIREMENTS

- A. Proof of insurance must be provided for Workers' Compensation, Commercial General Liability, Business Auto Liability, and Professional Liability. The Proposer shall maintain during the term of the intended contract, the insurance coverage whereas the City and Broward County will be included as "Additional Insured's". Insurance requirements are as follows:
 - Workers' Compensation- statutory
 - Policy must include Employers Liability: \$100,000 for each accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee).
 - Commercial General Liability: \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for premises/operations; contractual liability; and independent Proposers.
 - Business Auto Liability: \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned autos; hired autos; and non-owned autos.

- B. It shall be the responsibility of the Proposer to insure that all Sub-Contractors (if applicable) comply with the same insurance requirements referenced above.
- C. Compliance with the foregoing requirements shall not relieve the Proposer of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- D. Proposer shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the Proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the City may at its sole discretion, terminate the Contract and seek re-Purchasing charges from the Proposer.
- E. In the judgment of the City, prevailing conditions warrant the provision by Proposer of additional liability insurance coverage or coverage which is different in kind, the City reserves the right to require the provision by Proposer of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Proposer fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, the City, at its sole option, may terminate the Contract upon written notice to the Proposer, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- F. All insurance, other than Workers' Compensation, to be maintained by the Proposer shall specifically include the City of Lauderdale Lakes and the Broward County Board of County Commissioners as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation or non-renewal of coverage thereunder.
- G. Compliance with OSHA Requirements: Proposer certifies that they will maintain all equipment, provided by the City so that it meets all applicable OSHA requirements. Proposer further certifies that, if they ever allow the equipment to become defective to any applicable OSHA requirements in effect on the date of acceptance, then all costs necessary to comply with the new OSHA requirements shall be borne by the Proposer.
- H. The Proposer shall maintain, during the life of this contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

SECTION 12 – GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

BID SECURITY (IF APPLICABLE). Each Bid must be accompanied by a Bid security made payable to the City of Lauderdale Lakes in an amount of five percent (5%) of the BIDDER'S maximum Bid price and in the form of a certified check or cashier's check drawn upon any State or National Bank of Florida or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions. Said check or Bid Bond shall be made payable to

the CITY and shall be given as a guarantee that BIDDER, upon receipt of Notice of Tentative Award of the contract, will enter into the Contract with the CITY, and furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said Bonds to be in the amount stated on the Invitation to Bid.

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

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

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

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

CLEAN AIR ACT AND FEDERAL POLLUTION CONTROL ACT: CONSULTANT shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

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

The Consultant shall arrange his Work and dispose of his materials so as to not interfere with the operation of other Consultants engaged upon adjacent work and to join his Work to that of others in a proper manner and to perform his Work in the proper sequence in relation to that of other Consultants all as may be directed by the Public Works Director. **Each Consultant shall be responsible for any damage done by him or his agents to the work performed by another Consultant.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

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

"If a qualified local business submits a response to either an inquiry made pursuant to informal competitive conditions or a formal solicitation as required in Section 82-356 of the code, and the original Bid of the qualified local business is within twenty percent (20%) of the low Bid, then the CITY shall give the qualified local business the opportunity to meet the price of the low Bid. The order of preference by which the qualified local business shall be given the opportunity to match the low Bid shall be from the lowest to the highest Bid, as long as the initial Bid was within twenty percent (20%) of the low Bid."

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

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

NO EXCLUSIVE CONTRACT. Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

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

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

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

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

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

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

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

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

PUBLIC ENTITY CRIMES: Pursuant to F.S. 287.133. as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, Subconsultant, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

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

SUB-CONSULTANTS, SUPPLIERS AND OTHERS. If the Bid Form requires the identity of certain SUB-CONSULTANTS, Suppliers and other persons and organizations, including those who are to furnish the principal items of material and equipment, to be submitted, the BIDDER shall provide such identification. If requested by the CITY, BIDDER shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each SUB-CONSULTANT, Supplier, person or organization. If the CITY after due investigation has reasonable objection to any proposed SUB-CONSULTANT, Supplier, other person or organization, either may, before the Notice of Tentative Award is given, request the apparent SUCCESSFUL BIDDER to submit an acceptable substitute without an increase in Bid price. If the apparent SUCCESSFUL BIDDER declines to make any such substitution, the CITY may award the contract to the next lowest BIDDER that proposes to use acceptable SUB-CONSULTANTS, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any BIDDER. Any SUB-CONSULTANT, Supplier, other person or organization listed and to whom the CITY does not make written objection prior to the giving of the Notice of Tentative Award will be deemed acceptable to the CITY subject to revocation of such acceptance after the Effective Date of the Contract as provided in Paragraph 6.5.2 of the General Conditions.

SUB- CONSULTANTS shall not be changed without the approval of the CITY. No acceptance by the CITY of any such SUB-CONSULTANT, Supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective WORK or materials not conforming to these specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

Telephone Number: 954-535-2700

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

Consultant shall:

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

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SECTION 13 - SUBMITTAL PACKAGE

Submit this portion of the Request for Proposal as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

TAB #1 Insert Proposer's Qualification Statement (Attachment "A")

TAB #2 Statement of Capabilities:
Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services.

TAB #3 Cost Schedule:
Provide a breakdown of cost per hour for delivery of services to be provided within the City of Lauderdale Lakes and no farther than the Broward County boundary. The proposed cost per hour must be inclusive of all costs including all maintenance, fuel, personnel costs and training (sufficient drivers must be provided to insure interrupted service), all insurance costs, and provision of a spare vehicle in the event of a mechanical or other failure.

Please submit an hourly rate for any related additional services specifying bus/van service.

TAB #4 Financial Statement:
Provide the most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition.

TAB #5 Communication System:
A description of the radio system or communication dispatch system which will be used to coordinate the operation of the buses.

TAB #6 Specific Related Experience:
List similar contracts awarded in South Florida from government entities include:

- ✓ the name of the entity for which the work was performed
- ✓ a brief description of the scope of the project
- ✓ amount of contract broken down on a per hour basis, and name of contact person with the entity
- ✓ Current telephone number of the person who can knowledgeably discuss your firm's role and performance in the project.

Tab #7 Key Staffing:
Resumes of key personnel who will actually be assigned to the contract and describing their role. Evidence of proper licensure to include Broward County's training program for all vehicle chauffeurs.

TAB#8

Dispute Resolution:

Provide a method by which complaints will be recorded daily and shall send a monthly report detailing the complaints and the disposition of the complaints. Responder shall include a sample complaint form with this proposal submission.

TAB #9

Federal Transit Administration Forms:

Include any required forms using the additional Federal Transit Administration (FTA) United States Department of Transportation (USDOT) Funding Supplement (Exhibits 1-11). Note that all forms may not apply. These forms will be reviewed and approved by Broward County.

TAB #10

Attachments:

Documents that provide evidence of capability to provide the services required: This evidence should address the various conditions required in the agreement with Broward County such as certifying compliance as a Drug-Free Workplace, providing drug and alcohol testing, maintaining records of information and data in the format prescribed by Broward County and furnishing such records to the City of Lauderdale Lakes and Broward County on an monthly basis, and providing training for properly licensed operators.

Insert Non-Collusive Affidavit (Attachment "B"), Confirmation of Drug-Free Workplace (Attachment "C"), Certificate of Federal Transit Administration (FTA) Compliance (Attachment "D") Signature Page (Attachment "E"), Title VI Compliance (Attachment "F"), Certificate of Insurance, and Licenses.

SUBMITTAL CHECKLIST
Checklist must be inserted before Tab #1

PROPOSER NAME: _____

PROPOSER PHONE: _____

PROPOSER EMAIL: _____

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

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

Other Notes:

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

I have read the solicitation, **RFP 25-3410-18R, Community Bus Services**, and I acknowledge and fully understand the scope of services and further have read the instructions and general information in its entirety. I agree to perform in accordance with the terms and conditions set forth in this Request for Proposal.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

City of Lauderdale Lakes

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S Email Address: _____

PROPOSER'S License Number: _____
(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

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

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

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

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

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

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

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

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

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

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

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

By _____
(Signature)

CLIENT REFERENCE LISTING

Please list government agencies and/or private firms with whom you have done business during the last five years.

Your Company Name: _____
Address: _____
City, State & Zip: _____
Phone/Fax: _____
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

I UNDERSTAND THAT ALL INFORMATION LISTED ABOVE MAY BE CHECKED BY THE CITY OF LAUDERDALE LAKES AND I AUTHORIZE ALL ENTITIES OR PERSONS LISTED ABOVE TO ANSWER ANY AND ALL QUESTIONS. I HEREBY INDEMNIFY THE CITY OF LAUDERDALE LAKES AND THE PERSONS AND ENTITIES LISTED ABOVE AND HOLD THEM HARMLESS FROM ANY CLAIM ARISING FROM SUCH AUTHORIZATION OR THE EXERCISE THEREOF, INCLUDING THE DISSEMINATION OF INFORMATION PURSUANT THERETO.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such

information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Name)

By _____

(Signature)

City of Lauderdale Lakes

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says
that:

PROPOSER _____ is _____ the

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (Signature)
My Commission Expires: _____

City of Lauderdale Lakes

ATTACHMENT "C" CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

Vendor's Signature

City of Lauderdale Lakes

ATTACHMENT "D"

CERTIFICATE OF FEDERAL TRANSIT ADMINISTRATION (FTA) COMPLIANCE

TO: Procurement Agent
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

I, _____, certify that _____
(Name) (Title) (Name of Company)
Had established and implemented an anti-drug and alcohol misuse prevention program in
accordance with the terms of Federal Transit Administration (FTA) regulation 49 CFR Part 655.
I further certify that employee training conducted under this program meets the requirements of
this regulation.

_____, 20____
(Date)

(Signature)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of
_____, 20____ by _____ who ☐ is personally known to me or
who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

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

City of Lauderdale Lakes

ATTACHMENT "E" SIGNATURE PAGE

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

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

Submitted on this _____ day of _____, 20__.

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

Witness

Company

Printed

By

Title

Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20____, between the City of Lauderdale Lakes, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary
and Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20____, between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary
and Commission Number

City of Lauderdale Lakes

ATTACHMENT “F” TITLE VI OF THE CIVIL RIGHTS ACT COMPLIANCE

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

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) must agree to the following clauses:

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, The City of Lauderdale Lakes shall impose contract sanctions as appropriate, including, but not limited to:

- a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.
- Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Lauderdale Lakes, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Disadvantaged Business Enterprise (DBE) Policy

As a part of the Joint Participation Agreement (JPA) with FDOT, the City of Lauderdale Lakes and its contractors and subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of contracts. Lauderdale Lakes and its contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

E-Verify

As a part of the JPA with FDOT, vendors and contractors of Lauderdale Lakes shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor or contractor while contracted with the City of Lauderdale Lakes. Additionally, vendors and contractors shall expressly require any subcontractors performing work or providing services pursuant to work for the City of Lauderdale Lakes shall likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor while working for the City.

Submitted on this _____ day of _____, 20__.

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

Witness

Company

Printed

By

Title

Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.



**CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2828
FAX (954) 535-1892**

**CONTRACT #25-3410-18R
COMMUNITY BUS SERVICE**

This Contract is made as of the 26th day of March, 2019 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida ("CITY"), and _____, a corporation authorized to do business in the State of Florida, ("CONTRACTOR"), whose Federal I.D. Number is _____

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to provide day to day management, operation and maintenance of the public transportation services for Lauderdale Lakes North/South and East/West routes, and;

WHEREAS, at its meeting of March 26, 2019, by Resolution #2019-032, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as "Contract #19-3410-04R and;

WHEREAS, the CONTRACTOR is willing and able to perform the work of Community Bus Services for the compensation and on the terms, conditions and specifications hereinafter set forth.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide transportation services as more specifically set in the Scope of Services detailed in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be Ericka Lockett telephone (954) 535-2808.

ARTICLE 2 - TERM

The initial term is two (2) year, beginning May 1, 2019, and ending April 30, 2021, unless sooner terminated or later extended or renewed, in accordance with the other terms and conditions set forth herein. At the CITY's sole option, the Term may be renewed for three (3) additional years, such option to be exercised on a year-to-year basis, in the absolute discretion of the CITY. In the event of an exercise of the option(s) to renew, the terms and conditions set forth herein, exclusive of the rights set forth in this specific subsection, shall apply equally to such renewed Term. The CITY may provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term.

Extension of Contract:

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Exhibit "B", Schedule of Professional Fees. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.
- B. CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

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

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars (\$100) upon compliance with A through D of this Article 5. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 – INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. It shall be the responsibility of the CONTRACTOR to insure that all sub-Contractors comply with the same insurance requirements referenced above.
- G. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
- H. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are

received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.

- I. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- J. All insurance, other than Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 10 - INDEMNIFICATION

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

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

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

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

ARTICLE 11- SUCCESSORS AND ASSIGNS

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

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein

conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

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

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

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

ARTICLE 15- PLEDGE OF CREDIT, ARREARS

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

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

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - ACCESS AND AUDITS

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

ARTICLE 20 - NONDISCRIMINATION

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

ARTICLE 21 - ENFORCEMENT COSTS

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

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

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

ARTICLE 26 - NOTICE

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

Attn: Asst. Director of Parks and Human Services and
City of Lauderdale Lakes
4320 N.W. 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2800
Fax (954) 777-3249

Copy to: City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2828
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

Attn:
Tel:
Fax:

ARTICLE 27 - CAPTIONS AND PARAGRAPH HEADINGS

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

ARTICLE 28 - JOINT PREPARATION

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

ARTICLE 29 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 30 - COUNTERPARTS

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

ARTICLE 31 - EXHIBITS ARE INCLUSIONARY

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

ARTICLE 32 - CONTRACT DOCUMENTS

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

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

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

As to the CONTRACTOR on the ____ day of ____, 2019

Corporate Seal

Witness

As to the CITY on the ____ day of ____, 2019.

SEAL OF THE CITY OF LAUDERDALE LAKES

, City Clerk

, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE



CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2828
FAX (954) 535-1892

CONTRACT #25-3410-18R
COMMUNITY BUS SERVICE

This Contract is made as of the _____, 2025 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida ("CITY"), and LIMOUSINES OF SOUTH FLORIDA INC., a corporation authorized to do business in the State of Florida, ("CONTRACTOR"), whose Federal I.D. Number is 59-2564092.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to provide day to day management, operation and maintenance of the public transportation services for Lauderdale Lakes North/South and East/West routes, and;

WHEREAS, at its meeting of XXXXXX, 2025, by Resolution #2025-XXX, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as "Contract #25-3410-18R and;

WHEREAS, the CONTRACTOR is willing and able to perform the work of Community Bus Services for the compensation and on the terms, conditions and specifications hereinafter set forth.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide transportation services as more specifically set in the Scope of Services detailed in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be Ericka Lockett telephone (954) 535-2808.

ARTICLE 2 - TERM

The initial term is two (2) year, beginning November 1, 2025, and ending October 31, 2027, unless sooner terminated or later extended or renewed, in accordance with the other terms and conditions set forth herein. At the CITY's sole option, the Term may be renewed for three (3) additional years, such option to be exercised on a year-to-year basis, in the absolute discretion of the CITY. In the event of an exercise of the option(s) to renew, the terms and conditions set forth herein, exclusive of the rights set forth in this specific subsection, shall apply equally to such renewed Term. The CITY may provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term.

Extension of Contract:

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Exhibit "B", Schedule of Professional Fees. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.
- B. CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

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

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars (\$100) upon compliance with A through D of this Article 5. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 – INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. It shall be the responsibility of the CONTRACTOR to ensure that all sub-Contractors comply with the same insurance requirements referenced above.
- G. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
- H. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term

hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.

- I. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- J. All insurance, other than Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 10 - INDEMNIFICATION

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

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

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

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

ARTICLE 11- SUCCESSORS AND ASSIGNS

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

ARTICLE 12 - REMEDIES

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

ARTICLE 13 - CONFLICT OF INTEREST

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

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

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

ARTICLE 15- PLEDGE OF CREDIT, ARREARS

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

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

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - ACCESS AND AUDITS

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

ARTICLE 20 - NONDISCRIMINATION

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

ARTICLE 21 - ENFORCEMENT COSTS

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

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

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

ARTICLE 26 - NOTICE

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

Attn: Director of Parks and Human Services and
City of Lauderdale Lakes
4320 N.W. 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2808
Fax (954) 777-3249

Copy to: Purchasing Administrator
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2722
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

LIMOUSINES OF SOUTH FLORIDA, INC.
3300 SW 11th Avenue
Fort Lauderdale, FL 33315
Attn: Mark Levitt
Tel: 305-871-8210
Fax: 305-871-8475

ARTICLE 27 - CAPTIONS AND PARAGRAPH HEADINGS

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

ARTICLE 28 - JOINT PREPARATION

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

ARTICLE 29 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 30 - COUNTERPARTS

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

ARTICLE 31 - EXHIBITS ARE INCLUSIONARY

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

ARTICLE 32 - CONTRACT DOCUMENTS

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

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

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

As to the CONTRACTOR on the ____ day of ____, 2025

LIMOUSINES OF SOUTH FLORIDA, INC.

Corporate Seal

Witness

Mark Levitt, President

As to the CITY on the ____ day of ____, 2025.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

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

VENDOR NAME		EVALUATION COMMITTEE MEMBER 1				EVALUATION COMMITTEE MEMBER 2				EVALUATION COMMITTEE MEMBER 3			
		A1A Airport and Limousine Service	LSF Shuttle	Phoenix Bus Inc	PTransport Corp	A1A Airport and Limousine Service	LSF Shuttle	Phoenix Bus Inc	PTransport Corp	A1A Airport and Limousine Service	LSF Shuttle	Phoenix Bus Inc	PTransport Corp
Category	Max Points	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score
Location	5	3	5	1	4	3	5	1	4	3	5	1	4
Past Performance	15	8	15	8	14	13	15	9	15	13	15	9	15
Experience and Skill of Key Personnel	20	10	18.5	10	18.5	18	20	14	19	18	20	14	19
Approach for Perfomance	30	20	28.5	20	28.5	28	29	18	29	28	29	18	29
Financial Strength and Stability of Firm	15	6.5	10.3	3	7.8	6.5	10.3	3	7.8	6.5	10.3	3	7.8
Cost	15	14.7	14.6	6.1	15	14.7	14.6	6.1	15	14.7	14.6	6.1	15
Total Score	100	62.2	91.9	48.1	87.8	83.2	93.9	51.1	89.8	83.2	93.9	51.1	89.8

	Max Points	Points Awarded	#
LSF Shuttle	300	279.70	1
PTransport Corp	300	267.40	2
A1A Airport and Limousine Service	300	228.60	3
Phoenix Bus Inc	300	150.30	4

REPORT: Anthony Grullon

VERIFIED: Aazam Piprawala

**PART II - CODE OF ORDINANCES Chapter 82 - TAXATION AND FINANCE ARTICLE XIII.
LAUDERDALE LAKES PROCUREMENT CODE**

Sec. 82-364. Appeals and remedies.

(a) *Applicability.* This section shall apply to protests by bidders and proposers regarding claims made by contractors holding a city contract, and shall only apply to protests by bidders or offerors when the city manager recommends a purchase in excess of the city's formal competitive threshold as established in subsection 82-356(a) "methods of source selection", "general".

(1) *Protests; right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the director of financial services or designee. **The protest shall be submitted in writing within five business days after such aggrieved person knows or should have known of the facts giving rise thereto.**

(2) *Contract claims.* All claims by a contractor against the city relating to a contract shall be submitted in writing to the director of financial services or designee. The contractor may request a conference with the director of financial services or designee on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(3) *Service of a protest.* Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest. Created: 2023-07-27 12:19:37 [EST] (Supp. No. 51)
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(b) *Authority to resolve protests and contract claims.*

(1) *Protests.* The director of financial services or designee, after consulting with the city attorney, shall have the authority consistent with this article to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

(2) *Contract claims.* The director of financial services or designee, after consulting with the city attorney, shall have the authority to resolve contract claims, subject to the approval of the city manager or city commission, as applicable, regarding any settlement that will result in a change order or contract modification.

(c) *Decision.* If a protest brought pursuant to subsection (a) of this section is not resolved by mutual agreement, the director of financial services or designee shall promptly issue a decision in writing to the protesting party upholding or denying the protest or staying the award process for further investigation. A copy of the decision shall be mailed or otherwise furnished to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

(d) *Finality of decision.* A decision under subsection (c) of this section shall be final unless within three business days from the date of receipt of the decision, the protestant or claimant files a written appeal with the city manager.

(e) *Authority of the city manager.* The city manager shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the director of financial

services or designee regarding a protest or contract claim. Such decision shall be final and conclusive.

(f) *Protest limitations.* A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

(g) *Protest bond required.* Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Lauderdale Lakes, in an amount equal to five percent of the total bid or estimated contract amount, or \$5,000.00, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the city, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the city may proceed to award the contract as if the protest had never been filed.

(h) *Consideration of timely protests.* **The city's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the city.** The director of financial services or designee, through the city manager, may recommend to the city commission to render moot any written protest that is overtaken by events, in which case the city commission may abate or dismiss such protest.

(i) *Timely submittal of protest or appeal required.* **Failure of a party to submit timely a written protest to the director of financial services or designee within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.**

(j) *Costs.* Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

(Ord. No. 2013-01, § 15(82-196.14), 2-12-2013)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title

RESOLUTION 2025-141 AUTHORIZING THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-355(B)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE, APPROVING AND AUTHORIZING AMENDMENT TO TEMPORARY SERVICE CONTRACT AND PAYMENT OF INVOICES SUBMITTED BY LIMOUSINES OF SOUTH FLORIDA, INC. ("LSF") FOR SERVICES RENDERED IN CONNECTION WITH MANAGEMENT, OPERATION AND MAINTENANCE OF COMMUNITY BUS SERVICES WITH CITY OF LAUDERDALE LAKES' NORTH TO SOUTH AND EAST TO WEST ROUTES ("LSF TEMP CONTRACT"), FOR THE PERIOD BEGINNING OCTOBER 1, 2025 AT AN AMOUNT NOT TO EXCEED AN HOURLY RATE OF SIXTY EIGHT DOLLARS AND NINETY EIGHT CENTS (\$68.98) PER HOUR

Summary

This resolution approves payment to Limousines of South Florida (LSF) for services provided on a temporary contract at an hourly rate of \$68.98 which has exceeded the City Manager's authority. Additionally, the resolution is amends and approves the temporary contract until a new long term contract award can be made.

Staff Recommendation

Background:

The City of Lauderdale Lakes entered into an interlocal agreement with Broward County to provide Community Bus Services. In April 2019, Broward County Transit Division released an application to municipalities to provide new or expanded services with a goal of growing ridership and ensuring effective and efficient use of funding. Per the Transportation Surtax Agreement, proceeds will be used to directly to fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improve our new Community Bus Service. Broward County reimburses the City 100% of the cost based on the rate it is awarded at.

The incumbent contractor to operate the service is Limousine of South Florida, Inc. The Procurement Division, prepared and issued a solicitation (RFP25-3410-18R) for Community Bus Services, as the last contract expired, however until final award of the solicitation, the vendor was retained by the city on a Temporary Contract to avoid any disruption to the service.

The approval requested, is to cover the period beginning October 1st, 2025 until such time a new long term contract and vendor for this service can be approved, as the vendor provided services to the city at a rate of \$68.98 per hour on a temporary agreement which will now exceed the City Manager's spending authority

Funding Source:

This program is 100% funded by the Broward County Transportation Surtax administered by Broward County. Funds are allocated 1021200-3410-CMBUS.

Fiscal Impact:

N/A

Sponsor Name/Department: Aazam Piprawala, Procurement Administrator, Finical Services Department and Ericka Lockett Director

Meeting Date: 11/10/2025

ATTACHMENTS:

Description	Type
❑ Resolution 2025-141 Awarding Temporary Contract to Limousines of South Florida Inc. for Community Bus Services	Resolution
❑ Exhibit A - Agreement	Exhibit

1 RESOLUTION 2025-141

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; IN ACCORDANCE WITH SECTION 82-355(B)(3) OF THE
5 LAUDERDALE LAKES PROCUREMENT CODE, APPROVING AND
6 AUTHORIZING AMENDMENT TO TEMPORARY SERVICE CONTRACT AND
7 PAYMENT OF INVOICES SUBMITTED BY LIMOUSINES OF SOUTH FLORIDA,
8 INC. ("LSF") FOR SERVICES RENDERED IN CONNECTION WITH
9 MANAGEMENT, OPERATION AND MAINTENANCE OF COMMUNITY BUS
10 SERVICES WITH CITY OF LAUDERDALE LAKES' NORTH TO SOUTH AND EAST
11 TO WEST ROUTES ("LSF TEMP CONTRACT"), FOR THE PERIOD BEGINNING
12 OCTOBER 1, 2025 THROUGH _____, 2025, AT AN AMOUNT NOT TO
13 EXCEED AN HOURLY RATE OF SIXTY EIGHT DOLLARS AND NINETY EIGHT
14 CENTS (\$68.98) PER HOUR; A COPY OF SAID TEMPORARY SERVICES
15 CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH MAY
16 BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE
17 ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY
18 CITY CLERK; PROVIDING AN EFFECTIVE DATE.
19

20 WHEREAS, the City of Lauderdale Lakes entered into an interlocal agreement with
21 Broward County to provide Community Bus Services. In April 2019, Broward County Transit
22 Division released an application to municipalities to provide new or expanded services with a goal
23 of growing ridership and ensuring effective and efficient use of funding;

24 WHEREAS, per the Transportation Surtax Agreement, proceeds will be used to directly to
25 fund all reasonable and necessary operating, maintenance, and capital costs of existing
26 Community Bus Service and improve our new Community Bus Service. Broward County
27 reimburses the City 100% of the cost based on the rate it is awarded at;

28 WHEREAS, Limousines of South Florida, Inc., is the incumbent vendor and providing
29 management, operation and maintenance of the community bus services within the City of
30 Lauderdale Lakes, however on a temporary basis due to the expiration of its contract for such
31 services;

1 WHEREAS, although LSF has agreed to continue providing such community bus services
2 during the interim period between the expiration of its formal contract with the City and the
3 City's award and execution of a long-term contract for such services in order to avoid a disruption
4 of services to the City, City Staff is requesting approval and amendment of the Temporary Service
5 Agreement, attached hereto as **Exhibit A**, which provides for payment for services rendered by
6 Limousines of South Florida, Inc. for the period of October 1, 2025 through _____, 2025, at
7 the rate of \$68.98 per hour, which payment requires City Commission approval as such amounts
8 exceed the Acting City Manager's spending authority.

9 WHEREAS, this expenditure is fully funded by Broward County through the Transportation
10 Surtax and funds have been allocated under Account Number 1021200-3410-CMBUS, with
11 sufficient appropriations available for Fiscal Year 2026.

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

14 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
15 confirmed as being true, and the same are hereby made a part of this Resolution.

16 SECTION 2. AUTHORITY: The City Commission hereby approve and authorizes the
17 amendment of the Temporary Service Agreement, attached hereto as **Exhibit A**, to provide for
18 payment for services rendered by Limousines of South Florida, Inc., for the period of October 1,
19 2025 through _____, 2025, at the rate of \$68.98 per hour, said Temporary Service Contract
20 to expire and terminate on the date of an award by the City under that certain Request for
21 Proposal for provision of Community Bus Services to the City.

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS SPECIAL MEETING HELD NOVEMBER 10, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, MMC, CITY CLERK

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

Sidney C. Calloway, City Attorney

Sponsored by: Aazam Piprawala, Procurement Administrator, and Ericka Lockett Director of Parks and Human Services

VOTE:

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



AMENDMENT NO. 1

AGREEMENT FOR COMMUNITY BUS SERVICES

THIS AMENDMENT, made and entered into the ____ day of _____, 2025, by and between the CITY OF LAUDERDALE LAKES, a municipal corporation, (hereinafter referred to as "CITY"), and _____, a corporation authorized to do business in the State of Florida, (hereinafter referred to as "CONTRACTOR"), whose Federal I.D. number is _____.

WITNESSETH:

WHEREAS, on October 1, 2025, the CITY OF LAUDERDALE LAKES entered into an agreement with the CONTRACTOR for Community Bus Services, and

WHEREAS, on _____, 2025, the CITY OF LAUDERDALE LAKES Amended the Temporary Contract agreement with the CONTRACTOR for Community Bus Services, approving all payments that exceed the City Manger's approval limit using the hourly rate of \$69.98

WHEREAS, on _____, 2025, the CITY OF LAUDERDALE LAKES Approved to extend the Temporary contract with the CONTRACTOR at the rate of \$69.98 per hour for Community Bus Services, for the period ending January 31, 2026

WHEREAS, the city is resolicited this service and is not ready to award at this time and requests continuing services with the CONTRACTOR for Community Bus Services, ending January 31, 2026

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

Compensation to CONTRACTOR is hereby agreed at \$68.98 an hour

The amendment is valid through the period ending January 31, 2026 and all other provisions of the original agreement executed on October 1, 2025 shall remain.

The term of the agreement shall expire on January 31, 2026 unless terminated by the City or by the Contractor in writing. The City reserves the right to increase or decrease services or add or delete any item to this agreement if it is determined that it best serves the interests of the City.

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

**CITY OF LAUDERDALE LAKES,
FLORIDA**

By: _____
Veronica Edwards Phillips, Mayor

Date: _____

(CITY SEAL)

LIMOUSINE OF SOUTH FLORIDA, INC

By: _____
(Signature)

Name: _____
(Type or Print)

Date: _____

(CORPORATE SEAL)

Attest: _____
Venice Howard, City Clerk

APPROVED AS TO FORM:

(City Attorney)



AGREEMENT OF AWARD

CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA 33319
Ph: 954-535-2722 Fax: 954-535-1892
www.lauderdalelakes.org

VENDOR: Limousines of South Florida
3300 SW 11 AVE
Fort Lauderdale, Florida 33315
(954) 463-0845
Attn: Mark Levitt
Email: mark@miamisupershuttle.com

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

=====

The City of Lauderdale Lakes Parks & Human Services is actively seeking the services of qualified licensed Temporary Community Bus services provider as described in the scope of work Exhibit "A" below as follows:

Description	Cost
The Community Bus services provider to provide day to day management, operation and maintenance of the public transportation services for Lauderdale Lakes North/South and East/West routes in accordance with the Scope of Work Exhibit A. The cost of the service will be \$68.98 per hour as stated in Exhibit B. This Contract shall be effective on the October 1, 2025 and expires January 31, 2026.	Annual cost not-to-exceed - \$24,999.99
The contract may be terminated, in whole or in part, by the CITY, with or without cause, immediately upon providing written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for the services rendered to the CITY's satisfaction through the date of termination.	
TOTAL	\$24,999.99

All prices stipulated in this Agreement should exclude applicable state or local taxes.

NOTE:

City reserve the right to increase or decrease professional arts/educational services as needed.

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

Authorized Signature

Date

Printed Name and Title

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

Sharon Haynes, CPA, CPFO
Director, Financial Services

Venice Howard, MPA, MMC, FRMA
Acting City Manager

Additional Terms and Conditions:

Term: This informal agreement is effective upon execution, and shall terminate upon ten (10) day notice by either party with or without cause, subject to the provisions of the termination paragraph or upon approval of formal contract authorized by the City Commission.

Compensation: The City shall pay Contractor for the performance of all work, in accordance with the scope of work.

Invoicing. Invoices must be submitted on a timely manner for services rendered.

- Invoices must include
- Date of services,
- Work activities and
- The Purchase order number.
- Invoices must be submitted to Contract Manager or designated representatives.

Termination: This undertaking may be terminated by City, with or without cause, upon ten (10) day notice to Contractor. If Contractor is not in breach hereof, Contractor shall be paid for services rendered to the City through the date of termination, with fees pro-rated on a thirty-day month basis for that portion of the month for which Contractor has provided services. Upon receipt of a termination notice from City, Contractor shall:

- a. Provide City with a summary of specific work completed to date of the notice; and
- 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.

Contractor may terminate this undertaking upon thirty (30) days prior with written notice to the City.

Confidentiality: Confidential information refers to any information relating to the City which would be reasonably considered to be proprietary and could cause harm to the City. The CONTRACTOR agrees that he/she will NOT disclose, reveal, report or use, for any purpose, except as authorized by the City or as the required by law.

Exhibit "A"**SCOPE OF WORK****Community Bus Services****I. GENERAL SCOPE OF SERVICES:**

The City of Lauderdale Lakes seek the services of a qualified Contractor to provide day to day management, operation and maintenance of the public transportation services for Lauderdale Lakes North/South and East/West routes. The services shall be nine (9) hours per day, Monday through Friday within the City, at the locations and according to the schedules set forth.

II. PROPOSER'S SERVICES:

- A. The Proposer agrees to provide all services necessary for the day-to-day management, operation and maintenance of the public transportation services for the Lauderdale Lakes, North/South and East/West Transit Routes according to Exhibit "A", Bus schedule – North/South and East/West routes.
- B. The Proposer shall provide free public transportation services (until such time as City determines a fare to be appropriate), within the City at the locations and according to the schedules set forth in Exhibit "A", Bus schedule – North/South and East/West routes.
- C. The established service shall be for two (2) buses on a fixed route basis with designated intermediate stops a minimum of fifty (50) hours per week (9:00 am – 5:55 pm) Saturdays 6 hours per week (8:00am-2pm) for Route #1 and fifty (50) hours per week (9:00 am – 5:55 pm) Saturdays 6 hours per week (8:00am-2pm) for Route # 2 and a minimum of five (5) days per week for both routes. The hours of operation may be amended from time to time at the discretion of the City and Broward County to respond to budgetary constraints and/or the needs of the community.
- D. The City and Proposer shall maintain a minimum average of seven (7) passengers per revenue hour on the route operated by the City and Proposer. In the event that City and Proposer do not maintain such minimum average of passengers, City and Proposer shall attempt to increase ridership, which may include modification of the route.
- E. The Vehicle shall be operated by a properly licensed operator ("vehicle chauffeurs") employed by the Proposer. The Proposer is required to have a Class A or B CDL license. These employees shall provide full utilization of vehicle to all including disabled passengers while in service.
- F. Vehicle chauffeurs hired by Proposer shall issue Broward County bus route timetables or other transit information to any passenger requesting such material.
- G. Insofar as possible, scheduled service shall be coordinated with existing Broward County bus service. It is the intent of the parties that City's scheduled service shall not duplicate existing Broward County bus service.
- H. The Proposer shall maintain the vehicle provided by the City in accordance with the Manufacturer's standards and keep vehicle in reasonable and operating conditions at all times.
- I. The Proposer will be held responsible for meeting the requirements of the Americans with Disabilities Act (ADA) while the vehicle provided herein is utilized for City transportation. To the extent that any

terms of the eventual Contract are inconsistent with the ADA, the requirements of the ADA shall prevail.

- J. The Proposer shall at all times comply with the requirements of Broward County Ordinance 92-8, pertaining to the maintenance of a Drug-Free Workplace Program.
- K. The Proposer shall at all times comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration (FTA), which shall include, but not be limited to regulations for drug and alcohol testing. To the extent that any terms of the intended Contract are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.
- L. The Proposer agrees that throughout the term of this Agreement that the Broward County Transit (BCT) logo, the Broward County assigned Identification number and the City of Lauderdale Lakes logo shall be conspicuously displayed on the rear of the vehicle at all times.
- M. The Proposer shall maintain certain records of information and data in the format prescribed by Broward County and shall furnish such records to Broward County, with a copy to the City, on a monthly basis.
- N. The Proposer shall, at all times, ensure that the vehicles are equipped with fully operational Florida Relay System equipment to assist the hearing and speech impaired riders.
- O. Per the Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, Provider may not discriminate on the basis of race, color, national origin, age, disability, family or religious status, in the selection and retention of any employees and/or subcontractors.

III. CITY'S SERVICES:

- A. The City shall review all policies established by the Proposer relative to the public transportation services.
- B. City shall review the service planning, including adjustments to the routes, schedules, and such other factors that affect the quality of service provided.
- C. The City shall provide Proposer with bus route timetable prepared by Broward County Mass Transit Division sufficient to inform City and Broward County residents, visitors and passengers of service to be made available.
- D. The City, in coordination with Broward County, shall be responsible for designation of transit stops. It is understood that passengers will be able to board at designated stops or depart from anywhere along the route as well as designated stops.
- E. The City shall lease to Proposer two (2) twenty (20) passenger, wheelchair accessible, passenger vehicles, obtained from County, to be used in regular service route. Such vehicles shall comply with the Americans With Disabilities Act of 1990 and all applicable federal and state regulations. The vehicle shall be leased to the Proposer for Ten Dollars (\$10.00) per year. Prior to acceptance of the vehicle by Proposer, the Proposer, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle by a mechanic designated by the Proposer.
- F. The City shall provide the manufacturer's warranties and maintenance shop manuals to the Proposer.

IV. COMPENSATION:

- A. In return for services provided by the Proposer, the City agrees to pay the Proposer on an hourly basis, per hour in revenue service. The funds shall be used by Proposer solely for the purposes of maintaining, operating and properly equipping the vehicle and for no other purpose. City shall not be responsible for payment of any other monies to the Proposer.
- B. The City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Proposer as they become due. Proposer shall submit invoices to the City documenting hours of service provided by the Proposer during the preceding month, together with such additional documentation which may be required by the City (e.g. ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Proposer pursuant to the terms set forth in the Agreement.

V. PERFORMANCE STANDARDS:

- A. The public transportation service described in the Agreement shall begin operations when the notice to proceed is issued, and such service shall run according to the schedule set forth in Exhibit "A". The schedule shall be followed unless otherwise agreed upon in writing by the parties.
- B. The Proposer shall complete one hundred percent of all scheduled trips on a daily basis, subject to delays which are attributable to (added: traffic conditions), vehicular accidents, and mechanical breakdowns.

VI. PERSONNEL REQUIREMENTS:

- A. Proposer shall designate a Project Manager who will oversee the complete operation of the public transportation service and will serve as the day-to-day liaison with the City.
- B. Vehicle chauffeurs employed by the Proposer during the term of the Intended Contract shall be properly licensed operators. The vehicle chauffeurs shall possess the qualifications required by the State of Florida and Broward County. The vehicle chauffeurs shall be required to attend and successfully complete Broward County's training program prior to operating the vehicles. All drivers shall possess the following qualifications and adhere to the following standards. Proposer shall immediately dismiss any driver from performing services, should the driver fail to maintain said qualifications or standards as listed below:
 - Minimum age for drivers shall be 21 years.
 - Drivers must possess a valid Florida Commercial driver's license as required by law.
 - Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period. Drivers shall have no history of a conviction for a DUI.
 - Drivers must be capable of speaking, writing, and understanding the English language fluently.
 - Drivers shall operate the vehicle in a safe and timely manner.
 - Drivers shall be courteous to all passengers and the general public at all times and shall respond to passenger questions regarding the use of the subject service.
 - At all times while on duty, drivers shall wear clean and presentable uniforms which include a company shirt, appropriate length shorts, skirt or pants and closed toe shoes.
 - Drivers shall distribute or collect flyers, handouts, surveys, etc. as City may request from time to time.
 - Drivers shall not accept gratuities.
 - Drivers shall assist all passengers, including passengers with disabilities with entering and exiting the vehicles.
 - Drivers shall not smoke or play radios, or permit passengers to do the same in the vehicles (unless the passenger is using headphones with radios).
 - Driver shall not talk on cellular phones nor have on headphones while operating vehicles.
 - Drivers shall not be convicted of a crime during the term of the Contract.

- Drivers shall not test positive for drug test administered by a responsible testing facility or in cooperation with the drug-testing program at Broward County or the City.

VII. CONDITION AND MAINTENANCE OF VEHICLES

- A. Proposer shall maintain the vehicles in accordance with manufacturer's standards.
- B. Proposer shall supply any additional vehicles to provide for back-up service within thirty (30) minutes in the event that vehicle is out of service. Proposer shall provide an ADA accessible backup vehicle should it be necessary to continue service as outlined in this contract.
- C. Vehicle shall be maintained in good condition, operationally and be in clean appearance at all times. The vehicle shall be kept in good repair and condition, satisfactory to the City at a minimum to the standards listed below:
 - 1. **Equipping of Vehicle:**
 - The vehicle shall be equipped with all required safety equipment.
 - The vehicle shall be equipped with two-way communications to be provided by the Proposer.
 - The vehicles shall conform to the standards required by the Americans With Disabilities (ADA).
 - The vehicle shall have heating and air conditioning systems that are fully operational every day the vehicle is in service.
 - 2. **Maintenance of vehicle**
 - The interiors of the vehicle shall be cleaned at least once per day and the exterior shall be cleaned at least once per week. The vehicle shall be exterminated for pests at least once per week. Proposer shall have a continuing obligation to ensure cleanliness of the vehicle, and Proposer shall perform additional cleaning and extermination for pests as circumstances may warrant.
 - The vehicle and equipment of the vehicle shall be maintained in fully operational condition at all times during the term of the contract. Proposer shall cause all components of each vehicle, including its body, frame, graphic wrap, furnishings, mechanical, electrical, hydraulic, rims, tires or other operating systems to be maintained according to manufacturer's recommendations. Proposer shall cause any vehicle damaged in an accident or otherwise to be repaired to be replaced immediately, including the graphic wraps. Proposer shall, at its sole cost and expense, provide fuel, lubricants, parts and supplies as required for the maintenance and operation of the vehicle.
 - The vehicle shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rule Chapter 14-90, "Minimum Requirements for Transit Coaches and System Equipment." All parts of the vehicle and equipment mounted on or in the vehicle shall conform at a minimum to all applicable federal motor vehicle safety standards.
 - Proposer shall initiate and maintain an effective safety and mechanical inspection program.
 - The vehicle shall be available for inspection by the City prior to Proposer placing them in service and at any time thereafter at the City's discretion. City has the sole discretion to reject temporarily or permanently any vehicle which City deems acceptable for reasons of safety, disrepair or appearance.

VIII. RECORD KEEPING, REPORTING AND AUDITING

- A. The Proposer shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by City to ensure a proper accounting record. The system of accounting will be in accordance with generally accepted accounting principles and

practices. All project records prepared by Proposer shall be owned by City and made available to City at no charge. City may elect to authorize representatives to inspect, audit, and analyze the records of Proposer relating to the subject service. City shall have the right to audit the books, records and accounts of the Proposer. Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the project or according to the scheduled reporting periods.

- B. Proposer shall record on a daily basis and report daily to the City all disruptions in service, to include but not limited to late service, vehicle breakdowns, accidents, if a vehicle is out of service and any other incidents affecting service.
- C. Proposer's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. Proposer agrees to submit copies of such documentation to the City on a weekly basis.
- D. Proposer shall maintain daily records of total passenger utilization and total mileage logged on the vehicle while performing the services. Proposer's Project Manager shall provide accurate reports on ridership by trip to the City on a monthly basis.
- E. City shall approve Proposer's forms that may be required.
- F. In the event funds paid to Proposer are subsequently disallowed by the City because of accounting errors or charges not in conformity with the services to be rendered, Proposer shall refund promptly to the City such disallowed funds or such disallowed funds will be withheld from subsequent payment by the City to the Proposer. No payment will be withheld or disallowed until the City has given the Proposer written notice of the reason, with ten (10) days to correct, cure or otherwise reasonably satisfy the City. No more than the disputed amount will be withheld. Both City and Proposer shall diligently pursue the resolution of any dispute regarding the accounting or charges.
- G. Proposer shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to these services for a period of five (5) years after termination of the resultant contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The contract shall also adhere to Public Records, Chapter 119 of the Florida Statute.

IX. PRE-SERVICE REQUIREMENTS

The following items shall be delivered to the City by Proposer at least two (2) days prior to the start of service and are subject to approval by the City:

- A. An operations manual for the subject services which describes all operations, procedures and policies, including, but not limited to, the following:
 - Vehicle operating procedures
 - Communications operating procedures
 - Driver conduct rules and regulations
 - Safety procedures
 - Accident procedures
 - Administration and reporting procedures, and
 - Other operating procedures and policies, as required for proper operation of the subject service
- B. Job descriptions for drivers and administrative personnel
- C. Maintenance procedures for the vehicle.
- D. Training procedures for drivers.

X. MISCELLANEOUS REQUIREMENTS

- A. The City will manage and receive all funds for advertising on or in the buses. Advertising of any alcohol, tobacco, adult entertainment, gambling, overtly sexual material, or obscene or offensive materials will be prohibited. If the City reasonably objects to any advertisement, such advertisement shall be removed within fifteen (15) days of written notice.
- B. **FINES:** The Proposer acknowledges that the City will incur certain costs or damages in monitoring and seeking conformance with the requirement of the Agreement, or in the event of a breach of this Agreement, the amount(s) of which cannot be specifically ascertained, notwithstanding their respective efforts to do so. Accordingly, the Proposer and City have established a governing schedule of fines. The Schedule of fines the City will assess against the Proposer as a consequence of the Proposer's failure to conform to the customer service requirements as outlined in the Agreement are as follows:
- Failure to provide backup service within thirty (30) minutes in the event that one or more vehicles are out of service shall result in a fine of \$30.00 per hour per affected bus or van.
 - Failure to provide heat or air conditioning shall result in a fine of \$30.00 per hour per affected bus or van.
 - Failure to maintain vehicles shall result in a fine of \$15.00 per hour per affected bus or van.
 - Failure to maintain transit schedule within a 15 minute window, excluding acts of weather, road construction/closing, or driver illness shall result in a fine of \$6.00 per hour per affected bus or van.
 - Failure to notify the City regarding any changes in schedule shall result in a fine of \$6.00 per hour per affected bus or van.

*All fines shall be prorated for any portion less than one (1) hour.

- C. **COMPORTMENT; CHANGE OF PERSONNEL:** At all times when such personnel are in the CITY OF LAUDERDALE LAKES, whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect upon the City or call into the question the competence or demeanor of such person relative to the performance of the transportation services, which, by its nature, requires such personnel to potentially come into contact with minors and the handicapped. The City reserves the right to require the change of any personnel upon not less than three (3) business day's written notice, setting forth the name of the person to be replaced, or in the absence of a name, the route taken and the time of day in which the transportation services were provided.
- D. **DUTY ROSTER:** The Proposer shall provide the City with the name of each personnel, and the route and date of such individual's duty station. Such roster shall be provided on a weekly basis as of Friday of the week preceding.
- E. **HOLDING OF FUNDS:** The City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Proposer as they become due. Proposer shall submit invoices to the City documenting hours of service provided by the Proposer during the preceding month together with such additional documentation which may be required by the City (e.g. ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Proposer pursuant to the terms set forth herein.
- F. **LIVING WAGE REQUIREMENT:** To the extent Proposer is a "covered employer" within the meaning of Broward County Ordinance No. 2002-45, as may be amended from time to time, City agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and City shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete all of the obligations set forth therein. City shall be responsible for and shall ensure that all of its subcontractors that qualify as covered employers fully comply with the requirements of such ordinance and satisfy, comply with, and complete all of the obligations set forth therein.

Exhibit "B"



August 4, 2025

City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, Florida 33319

Attn: Venice Howard, Acting City Manager

Subject: Month-to-Month Extension Proposal for Community Bus Service
Contract #19-3410-04R.

Dear Ms. Howard,

It has come to our attention that the Agreement between the City of Lauderdale Lakes and Limousines of South Florida, Inc. for the Community Bus Service (Contract #19-3410-04R), dated March 26, 2019, has expired. As you are aware, the original contract was for a term of two years, with three (3) one-year renewal options. The final renewal, executed on May 3, 2023, expired on April 30, 2024.

Attached for your reference are copies of the original Agreement and the most recent Renewal Extension.

In light of the expiration of the existing contract and to ensure continuity of service, Limousines of South Florida, Inc. respectfully proposes to continue providing Community Bus Service to the City under a **month-to-month agreement for a period of six (6) months, beginning August 1, 2025, and ending January 31, 2026.**

We propose a new rate of **\$68.98 per hour**, replacing the current rate of \$57.50 per hour effective October 1, 2025 until expiration on January 31, 2026. This proposed rate is consistent with the rate currently being charged for the Senior Van Service and was also submitted as part of our response to **RFP No. 24-3410-04R** on February 2, 2024.

This short-term extension will allow the City sufficient time to advertise and complete a new procurement process for this service. Limousines of South Florida, Inc. is committed to maintaining our strong working relationship and looks forward to participating in the upcoming RFP process.

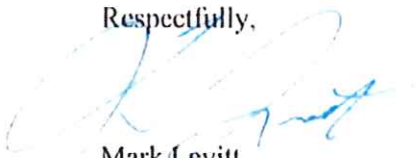
2000 North State Road 7
Lauderdale Lakes, Florida 33133
Phone: (954) 463-0845

Should you have any questions or require additional information, please feel free to contact me at your convenience.

Please provide confirmation of the above terms ASAP as our existing agreement has expired.

Thank you for your continued trust in our services.

Respectfully,



Mark Levitt
Vice President

Cc: Ericka Lockett

encl: Agreement and Extension Letter

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 11. Equipment, Work and Personnel: Unless otherwise stated in the Contract Documents, all

equipment to be incorporated in the Work are to be of the most suitable type of their respective kinds and shall be acceptable to the CITY. The CITY reserves the right to remove any of CONTRACTOR'S equipment or personnel not acceptable to the CITY for reason(s) expressed by the CITY.

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

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

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

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

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

The CONTRACTOR, without exemption, shall indemnify and save harmless, the CITY, its employees and its Commission Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to

return the article on request to the CONTRACTOR and receive reimbursement.

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

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

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

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

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

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

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

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

Article 22. Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

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

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

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

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

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

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

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

Commercial General Liability or similar form shall have minimum limits of \$500,000 Per Occurrence Combined Single Limit for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed.

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

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

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

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

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

Article 27. Independent Contractor Relationship: The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Work

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

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

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

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

Article 31. Termination: Any Contract resulting from this Request For Quotation may be terminated, in whole or in part, by the CITY, with or without cause, immediately upon providing written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for the services rendered to the CITY's satisfaction through the date of termination. After CONTRACTOR's receipt of

the notice of termination, and except as otherwise directed by the CITY, the CONTRACTOR shall stop work on the date set forth in the notice of termination, and terminate and settle all orders and subcontracts relating to the performance of the terminated work.

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

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

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

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

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

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2025-142 APPROVING AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BY AND BETWEEN THE CITY OF LAUDERDALE LAKES AND SIDNEY C. CALLOWAY ESQUIRE AND SHUTTS AND BOWEN LLP

Summary

This is a resolution renewing the contract with the City Attorney for legal services for a three year term with the option for two (2) additional two (2) year periods.

Staff Recommendation

Background:

This is an agreement for legal services by City Attorney Calloway for an annual retainer of \$600,000. to cover legal services and litigation only. per Exhibit A. Complex and Special Counsel Legal services to be billed separately at \$485 per hour.

Funding Source:

General Fund

Fiscal Impact:

A minimum of \$600,000, but likely to be higher due to matters related to Complex and Special Counsel Legal services to be billed separately and litigation that may arise.

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

Meeting Date: 11/10/2025

ATTACHMENTS:

Description	Type
❑ Resolution 2025-142 City Attorney Renewal	Resolution
❑ Scope EXHIBIT A Contract for Legal Service	Cover Memo
❑ Shutts Agreement for Professional Services	Cover Memo

1 RESOLUTION 2025-142

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO
5 EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RENEWAL OF
6 AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BY AND BETWEEN THE
7 CITY OF LAUDERDALE LAKES AND SIDNEY C. CALLOWAY ESQUIRE
8 ("ATTORNEY") AND SHUTTS AND BOWEN LLP ("LAW FIRM"); A DRAFT COPY
9 OF SAID AGREEMENT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF
10 WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING
11 FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE
12 CITY CLERK; PROVIDING AN EFFECTIVE DATE.
13

14 WHEREAS, Section 3.12. - Legal officer of the City of Lauderdale Lakes Home Rule Charter
15 states:

16 There shall be a legal officer of the city, appointed or removed, by a majority of the city
17 commission who shall serve as chief legal adviser to the city commission, the mayor and all city
18 departments, offices and agencies, and who shall assure that the city is represented in all legal
19 proceedings and perform any other duties prescribed by this Charter, by ordinance or by city
20 commission direction.
21

22 WHEREAS, pursuant to Article XIII, the Lauderdale Lakes Procurement Code, Sec. 82-358,
23 pertaining to exceptions to bid and proposal requirements, because said Article does not apply
24 to legal and mediation services, the City Commission is within its authority and discretion to enter
25 in the Agreement to retain the Attorney and Law Firm as City Attorney for the City;

26 WHEREAS, on September 17, 2018, pursuant to Resolution 2018-096, the City of
27 Lauderdale Lakes ("City") entered into that certain Agreement for Professional Legal Services
28 with Shutts & Bowen LLP (the "Initial Agreement");

29 WHEREAS, the Initial Agreement provided for an initial contract term of "three (3) years
30 beginning on September 17, 2018, and ending on September 16, 2021, unless sooner terminated
31 or later extended or renewed, in accordance with the other terms and conditions", and further

provided for “the Term to be renewed for two (2) additional two (2) year periods, in the absolute discretion of the City;

WHEREAS, pursuant to Resolution 2021-117, the City Commission approved and ratified an automatic two (2) year renewal of the Initial Agreement, which term expired on September 16, 2023. The City Commission subsequently adopted Resolution 2023-138, approving and ratifying its second automatic two (2) year renewal of the Initial Agreement, which term expired on September 16, 2025;

WHEREAS, since 1998 Sidney C. Calloway, Esquire, B.C.S. (“Attorney”), has been a partner and Co-Chair of the Government Practice Law Group at Shutts & Bowen LLP (“Shutts” or “Law Firm”), and presently is the Managing Partner of the Fort Lauderdale Office of the Law Firm;

WHEREAS, Sidney Calloway, Esq., is also a Florida Bar Board Certified Specialist in Civil Trial Law and has since 1993, represented a host of local governments and public agencies across the State of Florida in addition to the City of Lauderdale Lakes, including:

- The Florida Department of Transportation
- The City of Hallandale Beach
- The City of Tamarac
- The City of Groveland
- The City of Fort Lauderdale CRA
- The City of North Lauderdale
- The City of Sunny Isles Beach
- The City of Florida City
- The Central Florida Expressway Authority
- The School Board of Miami-Dade County

WHEREAS, since 2018 through the present date, Sidney Calloway, Esq., B.C.S. and the Law Firm has only served as the City Attorney for the City of Lauderdale Lakes, to the exclusion of any

1 other Florida municipality, but continues to serve as special counsel to the Broward County Clerk
2 of Courts since 2017, which municipal representation includes the following matters:

- Local government law, advice and counsel to the City Commission, City Manager and City Department
- Drafting of resolutions, ordinances, agreements
- Government-in-the-Sunshine Law and Public Records
- Ethics counsel and training for Public and Elected Officials
- Code Enforcement and Business Compliance
- Procurement and Administrative Law
- Quasi-Judicial Proceedings
- Economic Development / Community Redevelopment Agencies
- Live Local Act/Mixed-Use Development
- Affordable housing
- Home Rule Charter Review, Amendments, and Ballot Preparation
- Legislative Drafting, Budget Adoption Procedures, and Governmental Policies and Procedure
- Analysis State and Federal Legislative Bills and Executive
- State, County and Municipal Election law
- Florida Safe Building Law
- Platting, Land Use, Building, and Zoning Law
- Transactional and Real estate law

3 WHEREAS, Shutts is a large, full-service Florida-based law firm with a history of over 115
4 years, employing approximately 280 attorneys across more than 30 practice areas and serves
5 public and private sector clients throughout the State and internationally. Shutts provides a wide
6 range of legal services, including litigation, corporate law, real estate, trusts and estates, health
7 care, and financial services. The Law Firm is recognized for its strategic legal guidance,
8 sophisticated legal skills, efficient service, and commitment to its clients, community service, and
9 a wide range of industry experience.

10 WHEREAS, the City Commission desires the continued professional legal representation
11 of Attorney and the Law Firm and, by this Resolution, agrees to retain Sidney Calloway, Esq.,
12 B.C.S., and Shutts as its “City Attorney”, and Attorney and Shutts are desirous, willing, able and
13 does hereby agree to perform and provide professional legal services to the City in the capacity
14 of “City Attorney” as consideration for and pursuant to the terms and conditions of the

1 Agreement, attached hereto as **Exhibit A**, such compensation being consistent with the City's
2 projected budget;

3 WHEREAS, Sidney Calloway, Esq., B.C.S. and Shutts understands and agree that the City's
4 inducement to retain Shutts is grounded upon the specific representation and agreement of
5 Sidney Calloway, as a partner of Shutts, to represent the City as its sole and exclusive City
6 Attorney, and Sidney Calloway shall at all times during the effective term of this Agreement,
7 including any option terms, serve and represent the City as its City Attorney and shall render the
8 professional legal services contemplated under this Agreement, and further that, except with the
9 specific concurrence and approval of the City Commission, no substitution of counsel as the City
10 Attorney shall be permitted.

11 WHEREAS, City staff requests the City Commission's approval and award of the new
12 Agreement for Professional Legal Services for City Attorney, attached hereto as **Exhibit A**,
13 between the City of Lauderdale Lakes and Shutts & Bowen LLP, which term shall expire on
14 September 25, 2028, subject to the City's exercise of renewal options and other acceptable
15 written terms mutually agreed to by the parties;

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

18 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
19 confirmed as being true, and the same are hereby made a part of this Resolution.

20 SECTION 2. AUTHORITY: The City Commission hereby approved and authorizes the
21 Mayor and City Clerk to execute and attest, respectively, that certain new Agreement for
22 Professional Legal Services - City Attorney between the City of Lauderdale Lakes and Attorney

and Shutts & Bowen LLP, in substantially the form as the Agreement attached hereto as **Exhibit A**, and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS SPECIAL MEETING HELD NOVEMBER 10, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, MMC, CITY CLERK

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

Sidney C. Calloway, City Attorney

Sponsored by: City Commission

VOTE:

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

EXHIBIT A

SCOPE OF SERVICES-CITY ATTORNEY LEGAL SERVICES

The City Attorney's Scope of Services under this Agreement shall include City Attorney General Representation Services, General Litigation Services, Complex Litigation Services, and Special Counsel Legal Services, specifically described as follows:

A. City Attorney General Representation Services:

1. Attendance at meetings of the City Commission, including Workshops and Special Commission meeting;
2. Providing advice, counsel, legal opinions and parliamentary guidance to City Commission as necessary or requested;
3. Draft and review ordinances, resolutions, proposed charter amendments, contracts, correspondence, and such other documents as may be pertinent to the City's legal interest, as requested;
4. Upon request, review non-litigation related matters or issues in which the law, regulations or rules may reasonably be interpreted to impact the City's interest, and perform such other research, analysis and advice;
5. Providing such other non-litigation related representation to Mayor and City Commission as directed by City Commission as appropriate and consistent with promoting and protecting the City's legal interests.
6. Attend bi-monthly City departmental/administration meetings as convened and requested by the City Manager.
7. Attend advisory board, workshops, committees and other meetings requested by City Commission or City Manager, or as required for legal counsel and advice;
8. Provide non-litigation related legal advice, counsel, and opinions to City Director and executive management staff on matters, pertinent to local, county or state government law, human resources, risk management, finance, procurement, public records, election law, insurance defense related issues, land use, development and redevelopment, code enforcement, as requested by City Manager;
9. Provide legal advice, counsel and service on non-litigation related matters pertaining to the acquisition (sale or purchase) of real property, including the

review and preparation of deeds, easements and analysis of title searches and opinions, as requested and coordinated by the City Commission, City Manager;

B. General Litigation Services:

1. Prosecution and defense of pending or future case matters which the city is named a party or having material interest, excepting, matters involving multiple parties, or federal court cases, or actions on appeal or remand from appeal, or actions involving complex business litigation as defined by the Florida Rules of Civil Procedures;
2. Prosecution and defense of future case matters, similar in type and style to existing cases and causes of action in which the city is a party or has a material interest, excepting federal court cases and upon proper authorization by the City;
3. Prosecution or defense of violations of the Lauderdale Lakes Code, including code enforcement matters before the City Special Magistrate, civil citations or infractions filed in the Broward County Court matters;
4. Co-Counsel work performed with insurance counsel assigned by the City's insurance carrier when necessary and appropriate.

C. Complex Litigation Services.

1. Complex Litigation Services will be provided on the hourly rate basis agreed to under section 5(c) of this Agreement. Complex litigation, as determined by the City Attorney include litigation matters that involve multiple parties, or federal court cases, or actions on appeal or remand from appeal, or actions involving complicated legal or case management issues, requiring extensive judicial management to expedite the process, keep costs reasonable, and promote efficiency. Complex Litigation Services generally include but are not limited to the following:
 - a. Actions or litigation filed or defended in the United States federal court;
 - b. Actions or litigation filed or defended at the appellate court level;
 - c. Actions or litigation involving state or federal constitutional claims or defenses
 - d. Procurement or administration law actions or proceedings;
 - e. Actions or litigation involving multiple party plaintiffs or defendants;
 - f. Defense of a civil rights discrimination action;

- g. Eminent domain other private property rights litigation, including code enforcement, title, development, nuisance or other real property related disputes;
- h. Any class action lawsuit or related case action;

D. Special Counsel Legal Services.

1. Special Counsel Legal Services (“SCLS”) shall mean any such matter as will be of a nature or type that necessitates the City Attorney’s utilization of expertise, experience, skill, or specialized subject matter knowledge and which also requires the expenditure of ten (10) hours or more of attorney time. Prior to any such matter being billed as SCLS, the City Manager, with advice and direction from the Mayor, shall provide a written notice to proceed to the City Attorney. SCLS matters will be billed at the advance hourly rate agreed upon by the parties under section 4 of this Agreement. Example of such SCLS include, without limitation:
 - a. Drafting substantive amendments or re-write of the Lauderdale Lakes Code of Ordinances, including, without limitation, the Land Development Regulations, Election Code, or Procurement Code;
 - b. Drafting proposed amendments to the City’s Home Rule Charter;
 - c. Florida and federal legislative bill tracking and analysis, which encompasses real-time monitoring and analysis of voluminous legislative bill texts and its implications as proposed by House and Senate legislators through various stages during and after the Florida legislative session; monitoring the executive branch’s statutory enactment or veto action on matters that effect the City’s and local government interests; also includes drafting written bill summaries, memorandum or reports that provide analysis of the impact of pertinent legislation;
 - d. Attendance and participation in bi-weekly meetings of Broward County collective meeting of local government attorneys, including Broward County Attorney;
 - e. Preparation and representation of City’s legal interest on adversarial municipal code enforcement lien reduction request requiring public hearings before City Commission.

**CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2722
FAX (954) 535-1892**

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT (“Agreement”) is made effective as of the 1st day of October 2025 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, (“City”), and SIDNEY C. CALLOWAY, ESQ, for and on behalf of the SHUTTS & BOWEN, LLP, Limited Liability Partnership, authorized to do business in the State of Florida, (“Law Firm”), whose address is 201 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 and Federal I.D. number is 59-0447122;

WHEREAS, since 1998 Sidney C. Calloway, Esquire (“Attorney”), has been a partner and Co-Chair of the Government Practice Law Group and presently is the Managing Partner of the Fort Lauderdale Office of the Law Firm;

WHEREAS, Attorney is also a Florida Bar Board Certified Specialist in Civil Trial Law and has since 1993, represented many local government and public agencies, including the Florida Department of Transportation, the City of Hallandale Beach, the City of Tamarac, the City of Fort Lauderdale CRA, the City of North Lauderdale, the City of Sunny Isles Beach, the City of Florida City, the Central Florida Expressway Authority, and the Broward County Clerk of Courts;

WHEREAS Attorney and the Law Firm has been retained and has served as the City Attorney for the City since September 17, 2018, which service has included the following matters:

- | | |
|---|---|
| ▪ Local government law, advice and counsel to the City Commission, City Manager and City Department | ▪ Home Rule Charter Review, Amendments, and Ballot Preparation |
| ▪ Drafting of Resolutions and Ordinances | ▪ Legislative Drafting, Budget Adoption Procedures, and Governmental Policies and Procedure |
| ▪ Government-in-the-Sunshine Law and Public Records | ▪ Analysis State and Federal Legislative Bills and Executive |
| ▪ Ethics for Public and Elected Officials | ▪ State, County and Municipal Election law |
| ▪ Code Enforcement and Business Compliance | ▪ Florida Safe Building Law |
| ▪ Procurement and Administrative Law | |
| ▪ Quasi-Judicial Proceeding | |
| ▪ Economic Development / Community Redevelopment Agencies | |
| ▪ Platting, Land Use, Building, and Zoning Law | |
| ▪ Transactional and Real estate law | |
| ▪ Live Local Act/Mixed-Use Development | |
| ▪ Affordable housing | |

WHEREAS, the City desires the continued professional legal representation of Attorney and the Firm hereby agree to retain Attorney and the Law Firm as its “City Attorney”, and Attorney is desirous and is willing, able and does hereby agree to perform and provide professional legal services to the City in the capacity of “City Attorney” as consideration for and pursuant to the terms and provisions of this Agreement;

WHEREAS, the City and Attorney, on behalf of the Law Firm specifically acknowledge that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Attorney or Law Firm and City, nor between City Attorney and the City, nor between the City and any other attorney employed by the Attorney or Law Firm who may be designated as an Assistant City Attorney under this Agreement, but instead defines the relationship between the parties wherein the Attorney and Law Firm, including any attorney designated as City Attorney or Assistant City Attorney, are in fact independent contractors of the City and remain solely the principals or employees of Attorney and Law Firm;

WHEREAS, the Attorney and Law Firm reserve its respective independence, in fact and appearance, to act within the limits imposed by law and professional obligations such that the City’s policy objectives during the representation will be furthered through means the Attorney and Law Firm considers appropriate under its professional obligations after consultation with City and as may otherwise be required by The Rules Regulating the Florida Bar;

WHEREAS, the Attorney and Law Firm, at all times while serving its capacity as the City Attorney, agree with and acknowledges its fiduciary responsibility to be the chief legal advisor and communicate first and primarily with the Mayor and City Commission as the governing body of the City of Lauderdale Lakes in accordance with the City’s Home Rule Charter and other applicable rules, regulations, ordinances and laws;

WHEREAS, the City acknowledges and agrees that the Mayor, City Commission and City Manager have a duty to cooperate with Attorney and Law Firm, to keep Attorney and Law Firm informed of material developments and matters concerning the City as such may relate to or otherwise affect Attorney’s and Law Firm’s performance under this Agreement, and;

WHEREAS, the Attorney and Law Firm understands and agrees that the City’s inducement to retain Attorney and Law Firm is grounded in substantial part on the representation and agreement of Attorney and Law Firm that Attorney is hereby designated and shall at all times during the effective term of this Agreement, including any option terms, serve and represent the City as its sole and exclusive City Attorney.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and promises herein contained in the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledge, it is mutually agreed, promised and covenanted as follows:

1. RECITALS. The parties hereby acknowledge and agree that the recital set forth above are hereby incorporated herein by reference as if fully set forth in the body of this Agreement.
2. APPOINTMENT AND RETAINER. The Attorney and Law Firm is hereby retained and Attorney is hereby appointed as a City Attorney for the City.

3. SCOPE OF SERVICES. The Attorney and Law Firm shall do, and continue to perform and provide to the City, professional legal services as City Attorney, pursuant to the Scope of Services and enumeration as set forth in **Exhibit A** attached hereto, and incorporated by reference into this Agreement.
4. TERM. The contract term shall be for three (3) years, beginning September 17, 2025, and ending September 18, 2028, unless sooner terminated or later extended or renewed, in accordance with the other terms and conditions set forth herein. The Term may be renewed for two (2) additional two (2) year periods, in the absolute discretion of the City. The City's exercise of the option(s) to renew shall be automatic and require no additional action, and the terms and conditions set forth in this Agreement, exclusive of the rights set forth in the specific subsection, shall apply equally to such renewed Term.

Notwithstanding, the City shall provide a minimum of sixty (60) calendar days' prior notice before the end of any effective Term, of its intent to not renew the Agreement. The contract terms, including Attorney's and Law Firm's compensation and expenses, may be adjusted upon mutual written agreement of the parties. Additionally, the parties may extend the term of this Agreement at any time upon mutual written consent.

5. COMPENSATION AND PAYMENT. As compensation and payment for Attorney's and Law Firm's services to be performed in accordance with the Scope of Services as set forth and described in **Exhibit A** under this Agreement, the City shall pay, and Attorney and Law Firm agrees to accept from the City, the annualized aggregate sum of Six Hundred Thousand and No/100 Dollars (\$600,000.00) ("Legal Services Budget").
 - (a) City Attorney and Additional City Attorney Services. Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00) of the Legal Services Budget shall be a retainer fee, not to include costs or expenses, payable in equal monthly installments of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) on the first day of the month ("Monthly Retainer"), as consideration for professional services rendered as set forth in the Scope of Services providing for City Attorney and Additional City Attorney Services, attached hereto as **Exhibit A** to this Agreement. For such services the City Attorney will submit an invoice under client matter 48327.0001 on the fifth (5th) day of each month to the City Manager or his or her designee. In the event of early termination of this Agreement, Attorney and Law Firm shall be entitled to such compensation as shall have accrued on a pro rata basis to the date of such early termination of this Agreement.
 - (b) General Litigation Services. One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00) of the Legal Services Budget shall be reserved and payable for professional legal services fees incurred by Attorney and Law Firm for the General Litigation Services and Complex Litigation Services (as described in paragraph (c) below), exclusive of costs and expenses, as are more fully described in **Exhibit A** of this Agreement. For such services, the City Attorney will submit an invoice as client matter 48327.0005 on the fifth (5th) day of each month to the City Manager or his or her designee. In the event of early termination of this Agreement. For FY

2025-2026, the parties agree that the hourly billing rate for all such time incurred by the City on such General Litigation Services matters shall be \$460.00 per hour.

- (c) Complex Litigation Services and Special Counsel Legal Services. The parties further agree that City Attorney's advance hourly billing rate for FY 2025/2026 for Complex Litigation and Special Counsel Legal Services, exclusive of costs and expenses, as are more fully described in **Exhibit A** of this Agreement, shall be \$485.00 per hour.
- (d) Annual Adjustment. Commencing on the one-year anniversary of the date of this Agreement, the parties acknowledge and agree that the Monthly Retainer and the hourly billing rates described in the preceding subsections (b) and (c) expressed as stated dollar amounts in this Agreement may annually increase by up to an amount equal to the greater of: (a) the most recent annual percentage increase in consumer prices for services as measured by the United States Consumer Price Index entitled "All Services Less Rent of Shelter" or a similar index should such index no longer be published, and (b) 6%.
- (e) Payment upon Invoice. Payment for all matters shall be made within thirty (30) days from the last day of each respective month in which the City Attorney has performed the Services and issued an invoice to the City's Accounts Payable Department. Invoices received from the City Attorney pursuant to this Agreement may be reviewed and approved by the City's Representative. If there is no objection to the invoice, the City shall pay the full invoice amount within thirty (30) days of the City's receipt of the invoice. If there is a dispute as to the invoiced amount, the City shall notify the City Attorney, in writing, of the dispute within fifteen (15) days of the City's receipt of the invoice.

The City shall pay Attorney and Law Firm the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the City until a resolution has been reached between the City Attorney to the disputed portions of the invoice.

- (f) Costs Reimbursement/Retainer. In addition to the compensation for professional legal services, City hereby agrees that City Attorney shall also be reimbursed for all reasonable and necessary legal costs and expenses incurred on behalf of the City, including but not limited to, court costs, filing fees, long distance toll charges, courier/messenger services, court reporter and transcriptions services, computerized legal research, photo-copying and facsimile not performed by the City. City understands that the foregoing constitutes reimbursement of costs and expenses incurred by the City Attorney, and are not attorney fees for services performed under this Agreement. A cost retainer is not required for this Agreement, however the City Attorney, in his discretion may request a cost retainer in order to expedite payment for certain of the above-reference cost items, and further may also request that the City deposit additional funds in the event such funds become depleted.

- (g) Appropriations. Payment under this Agreement is subject to annual appropriations of the governing body. The City will immediately notify the City Attorney to stop work if funds are not appropriated and shall pay the City Attorney for all work performed up to the time of the stop work notice.
6. TRUTH-IN-NEGOTIATION CERTIFICATE. Signature of this Agreement by the Attorney and Law Firm shall also act as the execution of a truth-in-negotiation certificate certifying that the compensation, fees, billing rates, expenses, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged by the Attorney for services performed on behalf of similar clients for the same or similar services. Said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The City shall exercise its rights under this Article 5 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Agreement is renewed.
7. TERMINATION. This Agreement may be terminated by either City Attorney upon sixty (60) days written notice to the other party. At the City's option, and if requested by the City, City Attorney shall, upon the same terms and conditions of this Agreement, continue to provide the professional service contemplated herein pending the replacement of City Attorney if such replacement employment require more than 60 days and upon City's reasonable efforts during such 60 days to select such successor. Notwithstanding, the parties may terminate or otherwise modify or amend this Agreement at any time upon mutually agreed consent in writing.
8. CITY ATTORNEY AND OTHER PERSONNEL. The Attorney and Law Firm understands and agrees that the City's inducement to retain Law Firm is grounded upon the specific representation and agreement of Sidney C. Calloway, as a partner of the Law Firm to represent the City as its City Attorney and to render the professional legal services contemplated under this Agreement. Except with the specific concurrence and approval of the City Commission, no substitution of counsel as the City Attorney shall be permitted.
- (a) Other Personnel. Attorney and Law Firm represents that it has or will secure at its own expense all necessary personnel, including but not limited to an "Assistant City Attorney", required to perform the professional legal services contemplated under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. The parties specifically understand and acknowledge that several of the City Attorney's partners or associate attorneys have the requisite skill, expertise and competence on matters relating to municipal and government law practice as may be desirous for Attorney's performing certain aspects of the scope of services described in **Exhibit A** of this Agreement. This Agreement specifically contemplates the City Attorney's assignment and supervision of work to and performed by such attorneys, including the designation of an "Assistant City Attorney", in the City Attorney's discretion, and such assignments are expressly permitted under this Agreement.

- (b) All of the services required hereunder shall be performed by the City Attorney or other Law Firm attorneys under the City Attorney's supervision, and all Law Firm personnel engaged in performing the professional legal services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services. Attorney and Law Firm warrants that all services shall be performed by skilled and competent personnel.
9. USE OF NECESSARY CONSULTANTS OR OTHER SPECIAL COUNSEL; APPROVAL PROCEDURE. The City may require legal expertise beyond the scope of the City Attorney, Additional City Attorney, or Special Counsel legal service roles contemplated herein. Subject to the concurrence or recommendation of the City Manager and, if required, the approval of the City Commission, City Attorney shall have the authority to use or retain on behalf of the City such additional consultants, experts, or counsel deemed necessary to implement the objectives and promote or protect the legal interests of the City. Such approval shall be first requested in writing and shall include a scope of services and method of compensation for each additional consultant, expert, or counsel requested.
- (a) The City Attorney shall maintain oversight and request and provide to the City periodic status reports from either litigation or local counsel in the event of any representation pursuant to this section.
 - (b) Statements for fees and costs incurred by any approved consultant, expert, or counsel, shall be first reviewed by the City Attorney for accuracy and completeness and, upon approval, submitted to the City Manager and/or the City Commission for payment.
10. INSURANCE. The Law Firm shall furnish Certificates of Insurance to the City's Representative prior to the commencement of work under this Agreement for the following such insurance and amounts:
- (a) Comprehensive General Commercial Liability Insurance in the amount of \$1,000,000 per occurrence;
 - (b) Professional Liability Insurance in the minimum amount of \$2,000,000 per occurrence;
 - (c) Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability;
 - (d) Workers' Compensation Insurance and Employer's Liability Insurance in not less than such amounts as are required by law for all employees per section 440.02, Florida Statutes.
 - (e) The Certificates shall clearly indicate that the Attorney and Law Firm have obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's

Representative. Compliance with the foregoing requirements shall not relieve the Attorney and Law Firm of its liability and obligations under this Contract.

- (f) Compliance with the foregoing requirements shall not relieve the Attorney and Law Firm of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
 - (g) Attorney and Law Firm shall be responsible for assuring that the insurance certificates required in conjunction with this Section remains in force for the duration of the period of performance for this Agreement. If insurance certificates are scheduled to expire during the term hereof, Attorney and Law Firm shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the City shall suspend performance under this Agreement the Contract until such time as the new or renewed certificates are received by the City in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days.
 - (h) Should the parties mutually determine that prevailing conditions warrant the provision by Attorney and Law Firm of additional liability insurance coverage or coverage which is different in kind, the City reserves the right to require the provision by Attorney and Law Firm of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect, and provided that such determination by City is reasonable and consistent with industry best practice. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Attorney shall specifically include the City of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation or non-renewal of coverage thereunder.
11. SUCCESSORS AND ASSIGNS. The City and Attorney and Law Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above noted, neither the City nor the Attorney shall assign or transfer its interest in this Agreement, except upon mutual written agreement. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the City and the Attorney.
12. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

13. CONFLICT OF INTEREST. Attorney and Law Firm represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the City, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311 or under the Rules Regulating The Florida Bar.
14. DISCLOSURE OF DOCUMENTS. The City and the Attorney and Law Firm shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).
15. NONDISCRIMINATION. Attorney and Law Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
16. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
17. ENTIRETY OF CONTRACTUAL AGREEMENT. The City and Attorney and Law firm agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written agreement executed by the parties hereto in accordance with paragraph 18 - Modifications of Scope of Services.
18. MODIFICATIONS OF SCOPE OF SERVICES WORK. The parties, upon mutual written consent, reserve the right to make changes in Scope of Services Work, including alterations, reductions therein or additions thereto.
19. NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

Attn: Mayor, City of Lauderdale Lakes
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

Copy to: City Manager
City of Lauderdale Lakes
4300 NW 36' Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the ATTORNEY shall be mailed to:

Sidney C. Calloway, Esq., B.C.S.
Shutts & Bowen LLP
201 E. Las Olas Blvd., Suite 2200
Fort Lauderdale, FL 33301
Attn: Sidney C. Calloway, Esq.
Tel (954) 847-3833
Fax (954) 888-3063

20. CAPTIONS AND PARAGRAPH HEADINGS. 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.
21. 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
22. WAIVER. No waiver by the CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. City's consent to or approval of any act by Agreement requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent or approval of any subsequent act by Attorney and Law Firm requiring the City's consent or approval, whether or not similar to the act so consented to or approved.
23. 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.
24. EXHIBITS ARE INCLUSIONARY. All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

As to the Attorney and Law Firm on the ____ day of _____, 2025.

SHUTTS & BOWEN LLP

Corporate Seal

Witness

Sidney C. Calloway, Esq., Partner

As to the CITY on the ____ day of _____, 2025

SEAL OF THE CITY OF LAUDERDALE LAKES

City Clerk

Veronica Edwards-Phillips, Mayor