



CITY COMMISSION MEETING AGENDA

City Commission Chambers

February 24, 2026

7:00 PM

Please join the meeting via Zoom
<https://us06web.zoom.us/j/82564710055>

Please join the meeting via telephone:
1 305 224 1968 or 1 301 715 8592
Meeting ID: 825 6471 0055

MISSION
The City of Lauderdale Lakes Provides Innovative and Excellent Municipal Services in an effective and efficient manner.

VISION
The City of Lauderdale Lakes A Vibrant, Connected, Diverse, and Safe Community

VALUES
Respect, Integrity, Openness, Honesty,

Mayor Veronica Edwards Phillips - Vice Mayor Sharon Thomas
Commissioner Tycie Causwell - Commissioner Easton K. Harrison - Commissioner Karlene Maxwell-Williams



City of Lauderdale Lakes City Commission Meeting

Welcome to the City Commission Meeting

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

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

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

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

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

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

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

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

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



City of Lauderdale Lakes

Office of the City Clerk

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

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

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1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
 - A. INVOCATION PROVIDED BY REVEREND HAINES BROWN, ALL NATIONS NEW TESTAMENT OF GOD FELLOWSHIP
 - B. PLEDGE OF ALLEGIANCE
 4. **PROCLAMATIONS/PRESENTATIONS**
 5. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**
 - A. FEBRUARY 9, 2026 CITY COMMISSION WORKSHOP MINUTES
 - B. FEBRUARY 10, 2026 CITY COMMISSION MEETING MINUTES
 6. **PETITIONS FROM THE PUBLIC**
 7. **CONSIDERATION OF ORDINANCES ON SECOND READING**
 8. **CONSIDERATION OF ORDINANCES ON FIRST READING**
 9. **CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA**
 - A. RESOLUTION 2026-013 APPROVING THE 2026 BROWARD COUNTY SUPERVISOR OF ELECTIONS MUNICIPAL ELECTION AGREEMENT
This resolution approves the Municipal Elections agreement between the Broward County Supervisor of Elections and the City of Lauderdale Lakes as it pertains to the November 3, 2026 General Election.
 - B. RESOLUTION 2026-014 AUTHORIZING AN AMENDMENT TO THE SINGLE SOURCE AWARD CONTRACT# 2025-079 TO ALL COUNTY STAFFING, INC. FOR NURSING SERVICES ON AN AS-NEEDED BASIS FOR THE CITY OF LAUDERDALE LAKES ALZHEIMER'S CARE CENTER, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$140,000.00) FOR THE REMAINING TERM OF THE CONTRACT, WHICH EXPIRES ON SEPTEMBER 30, 2026
This resolution authorizes an amendment to the Single Source Award Contract #2025-079 to All County Staffing Inc. for Nursing Services to the City on an as-needed basis in an amount not to exceed \$140,000 for the remaining term of the contract which expires on September 30, 2026.
 - C. RESOLUTION 2026-015 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-358(F) OF THE LAUDERDALE LAKES PROCUREMENT CODE, APPROVING COOPERATIVE UTILIZATION OF COMPETITIVELY AWARDED CONTRACT TO CALVIN, GIORDANO & ASSOCIATES, INC. ("CGA") BY THE CITY OF PARKLAND, FLORIDA, ("AWARDING AGENCY") FOR FINAL ONE-YEAR RENEWAL TERM FOR THE PERIOD FEBRUARY 28, 2026 THROUGH FEBRUARY 28, 2027 ("PARKLAND CONTRACT"); PROVIDING FOR A TOTAL CONTRACT AMOUNT NOT TO

EXCEED SIX HUNDRED SIXTY-THREE THOUSAND DOLLARS AND NO/100 (\$663,000.00) PROVIDING FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES

This resolution approves the Calvin Giordano and Associates contract for Building Plan Review and Inspection Services through the City of Parkland, Florida, in an amount not to exceed \$663,000.00 for the period February 28, 2026 through the period ending February 28, 2027 which will be the final one year extension allowed by the contract.

- D.** RESOLUTION 2026-016 AWARDING A CONTRACT TO GLORIFIED PRINTING, INC. DBA MINUTEMAN PRESS AFTER COMPLETING A COMPETITIVE PROCUREMENT PROCESS ON THE CITY'S DEMANDSTAR PLATFORM FOR RFP25-3410-19R CITYWIDE PRINTING SERVICES IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00) PER FISCAL YEAR AT THE RATES PROVIDED

This resolution awards a contract to Glorified Printing, Inc. d/b/a Minuteman Press for RFP25-3410-19R Citywide Printing Services in an amount not to exceed \$50,000.00 per fiscal year at the rates provided on the "Schedule Of Cost" (Bid Attachment "C").

- E.** RESOLUTION 2026-017 AUTHORIZING THE USE OF A COOPERATIVE CONTRACT (TS06-25) WITH ROBERT HALF INTERNATIONAL, INC. FOR TEMPORARY STAFFING SERVICES THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC BUY) COOPERATIVE PURCHASING, IN AN AMOUNT NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER FISCAL YEAR, ON AN AS NEEDED BASIS FOR THE TERM OF THE CONTRACT WHICH ENDS MAY 31, 2029

This resolution authorizes the use of the cooperative contract executed by the Houston-Galveston Area Council for Temporary Staffing Services with Robert Half International, Inc. for an amount not to exceed \$100,000.00 per fiscal year through the initial term of the contract which ends May 31, 2029.

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2026-018 SUPPORTING SENATE BILL 382 AND HOUSE BILL 243 WHICH STRENGTHENS REGULATIONS FOR ELECTRIC BICYCLES, SCOOTERS, AND MOTORCYCLES (SPONSORED BY VICE MAYOR THOMAS)

This resolution supports Senate Bill 382 and House Bill 243 which strengthens regulations for electric bicycles, scooters, and motorcycles.

- B.** RESOLUTION 2026-019 AUTHORIZING THE USE OF THE CITY LOGO ON PROMOTIONAL MATERIALS FOR THE BRUNCH & LEARN EXPO PRESENTED BY THE CITY OF LAUDERHILL IN PARTNERSHIP WITH BROWARD COUNTY PUBLIC SCHOOLS ECONOMIC DEVELOPMENT, OPPORTUNITIES AND COMPLIANCE

The resolution approves the use of the city logo on promotional materials for the Brunch & Learn Expo presented by the City of Lauderhill in partnership with Broward County Public Schools, Economic Development, Opportunities and Compliance to be held on March 25, 2026.

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

13. REPORT OF THE VICE MAYOR

14. REPORTS OF THE CITY COMMISSIONERS

15. REPORT OF THE CITY MANAGER

16. REPORT OF THE CITY ATTORNEY

17. ADJOURNMENT

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

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

the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

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

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

Mayor Veronica Edwards Phillips - Vice Mayor Sharon Thomas
Commissioner Tycie Causwell - Commissioner Easton K. Harrison - Commissioner Karlene Maxwell-Williams

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
FEBRUARY 9, 2026 CITY COMMISSION WORKSHOP MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 2/24/2026

ATTACHMENTS:

Description	Type
February 9, 2026 City Commission Workshop Minutes	Minutes



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

CITY COMMISSION WORKSHOP MINUTES
City Commission Chambers
February 9, 2026
5:00 PM

1. CALL TO ORDER

Mayor Veronica Edwards Phillips called the February 9, 2026 City Commission Workshop to order at 5:00 p.m.

2. ROLL CALL

PRESENT

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

ABSENT

Commissioner Karlene Maxwell-Williams (attended virtually)

ALSO PRESENT

Acting City Manager Venice Howard
City Attorney Sidney Calloway
Deputy City Clerk Pav Benasrie-Watson
City Staff

3. DISCUSSION

REVIEW OF THE FEBRUARY 10, 2026 CITY COMMISSION MEETING AGENDA

CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

Item 9.A. RESOLUTION 2026-007 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1 TO FDEP AGREEMENT #LPA0559, EXTENDING THE PROJECT TIMELINE FOR THE CANAL 5 STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT PROJECT

Maqsood Nasir, City Engineer, stated that Amendment 1 includes some updates aside from the extended time of the Date of Expiration now set to September 30, 2027 and Task 1 Construction project to March 31, 2027 along with updating a few WRA implements such as the deliverables and notions. The project will be funded by Florida Department of Environmental Protection Agency (FDEP) Agreement # LPA0559 in the amount of \$514,740.00 and City's stormwater funds.

Item 9.B. RESOLUTION 2026-008 RATIFYING AND AFFIRMING THE ANNUAL CONSUMER PRICE INDEX ("CPI") ADJUSTMENT TO THE MAYOR AND CITY COMMISSIONERS' SALARIES, RETROACTIVE TO JANUARY 1, 2026

Tara Williams, Human Resources Director, stated that the City Commission's salaries will be increased by 2.7% retroactive to January 2026.

Item 9.C. RESOLUTION 2026-009 AWARDING A CONTRACT TO ADVANCED RECREATIONAL CONCEPTS AFTER THEY EMERGED AS THE HIGHEST SCORING VENDOR FOLLOWING THE EVALUATION COMMITTEE MEETING FOR RFP 26-6310-09R OTIS GRAY PAVILION REPLACEMENT PROJECT, IN THE AMOUNT OF ONE HUNDRED AND EIGHTY NINE THOUSAND, EIGHT HUNDRED AND TWENTY SIX DOLLARS (\$189,826.00) TO PROVIDE IMPROVEMENTS FOR OTIS GRAY PAVILION REPLACEMENT PROJECT

Aazam Piprawala, Procurement Administrator, stated that in an effort to enhance the facilities at Otis Gray Park, the City issued a solicitation to facilitate the upgrade. This project involves the complete demolition, removal, and replacement of two existing pavilions at Otis Gray Park. The scope includes the installation of two Polygon shaped shelters with cupolas and sloped PBR roofing, including associated site preparation, concrete foundations, slab installation, and utility connections. The project also entails all required permitting, engineering, and coordination with relevant municipal departments. The evaluation committee noted that Advanced Recreational Concepts has over 42 years' experience in designing, permitting and installing play environments and 20 years' experience in work related to pavilion and shelter upgrades. They have demonstrated successful projects for various municipal and county governments (at least 4) in the state of Florida. The other two vendors showed more construction experience, rather than experience related to this RFP, and the timelines were not as clear as Advanced Recreational Concepts. City staff is recommending award of this contract to Advance Recreational Concepts in accordance with the City's Procurement Code.

Ron Desbrunes, Public Works Director, spoke on the scope of the services which included the materials being used for the new pavilions and the concrete bases.

Item 9.C. RESOLUTION 2026-010 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPROVING THE USE AND INCLUDING A THREE PERCENT (3%) INCREASE OF CONTRACT AWARDED TO CALVIN, GIORDANO & ASSOCIATES, INC. FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES AFTER A FORMAL COMPETITIVE PROCESS (RFP#2021-16) CONDUCTED BY THE CITY OF PARKLAND FLORIDA, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED AND THIRTY EIGHT THOUSAND SIX HUNDRED FORTY TWO AND 10/100 DOLLARS (\$538,642.10) FROM FEBRUARY 28, 2025 THROUGH THE PERIOD ENDING FEBRUARY 28, 2026; PROCURED IN ACCORDANCE WITH SEC. 82-358{F} OF THE LAUDERDALE LAKES PROCUREMENT CODE; FURTHER AMENDING RESOLUTION 2024-061 TO SEVER ANY CONFLICT WITH THE TERMS SET FORTH HEREIN

Mr. Piprawala stated that on March 8, 2022, the City Commission of the City of Lauderdale Lakes adopted Resolution No. 2022- 018 approving the use of a contract awarded to Calvin, Giordano & Associates, Inc. ("CGA") for Building Plan Review and Inspection services by the City of Parkland, Florida after a formal competitive process. On July 23, 2024, the City Commission of the City of Lauderdale Lakes adopted Resolution No. 2024-061, authorizing and approving a 5% increase in the contract rates as negotiated and approved by the City of Parkland, Florida by notice to the vendor dated December 19, 2023, which also coincided with the first 1- year contract renewal term that followed the original 3-year term. The City of Parkland, Florida, by notice to the vendor dated December 17, 2024 negotiated and approved revised fees with a 3% increase based on an average of the Consumer Price Index for all Urban Consumers in our region as published by the Bureau of Labor Statistics, U.S. Department of Labor for the period February 28, 2025 through February 28, 2026 which also coincided with the second 1-year contract renewal term. The Scope of Services as defined in the RFP#2021-16, is a description of the Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable. This remains a non-exclusive contract. The City may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the City deems it to be in the best interest of the City. The user department remains in favor of

the requested services as the demand from the public continues to increase and the Consultant continues to be an asset to the services offered by the City. The city has been experiencing a challenging time in hiring suitable candidates to fulfill the roles and responsibilities of these positions. City staff is requesting to continue utilizing the City of Parkland's Contract pursuant to RFP#2021-16 for Building Plan Examination and Inspection Services with approval from the Mayor and the City Commission to also adopt the 3% increase approved by the parent agency, in accordance with the City's Procurement Code, Section 82-358(F), which allows cooperative purchasing.

Commissioner Causwell inquired as to why the contract was coming to the City Commission to review when it is so close to expiring.

Mr. Piprawala stated that it did fall through the cracks, however, with the new OpenGov software, this will not happen again.

Commissioner Maxwell-Williams asked if there were any other cities that the City could piggyback from where the cost is less.

Mr. Piprawala stated that they did research other cities, however, this piggyback contract remains the lowest.

CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

Item 10.A. RESOLUTION 2026-011 RATIFYING THE CITY'S FINANCIAL REPORT FOR PERIOD ENDING NOVEMBER 30, 2025 AND DECEMBER 31, 2025

Sharon Haynes, Financial Services Director, provided the ongoing generation and utilization financial reports on all funds comparing budgeted revenue and expenditure information to actual on a monthly and year-to-date basis.

Item 10.B. RESOLUTION 2026-012 APPROVING THE REALLOCATION OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

Ms. Haynes stated that the City of Lauderdale Lakes was awarded \$18 million in American Rescue Plan Act funding with strict requirements that all funds be obligated by December 31 2024, and fully expended by December 31, 2026 to reallocate previously obligated American Rescue Plan Act ("ARPA") 21 funds from eligible projects to those certain other eligible projects, thereby, also meeting the December 31st obligation deadline, including reallocation of funds in amounts of \$235,260.00 for the City Facilities HVAC Upgrade Project, \$250,000.00 for Housing Repair and Assistance Program, \$4,700,822.30 for Public Safety Projects, and \$646,920.00 for Professional Services.

Commissioner Causwell stated that \$250,000 is not enough for the Home Repair and Assistance Program. She asked how many homes will be able to be repaired with this amount. She stated that a prior Minor Home Repair program was cancelled.

Ms. Haynes stated that approximately 12 homes will be eligible for repair. She stated that more funds can be allocated to the program if the City Commission desires.

Tanja McCoy, Development Services Director, stated that the prior program was not cancelled, it was placed on hold because a funding source needed to be identified.

Mayor Edwards Phillips inquired as to the process of each stage after an applicant has submitted an application.

Ms. McCoy explained the process and stated that there are 28 out of over 50 applicants that are eligible, however, there are other stages that must be completed.

Janice Hayes of the Minority Builders Coalition stated that in some cases some applicants will not be eligible due to different issues with their homes. The permitting process was expedited, however, time is

needed for the contractors to get materials and then there are several stages of the inspection. The City has given the Minority Builders Coalition a deadline of September to complete their process.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. ADVISORY BOARDS' PRESENTATION TO THE CITY COMMISSION (ECONOMIC DEVELOPMENT ADVISORY BOARD AND CIVIL SERVICE BOARD) (6:00 P.M. TIME CERTAIN)

Chairperson Samuel Goodman and Vice Chair Patrick Green provided an update on the progress of the Economic Development Advisory Board over the last six months.

Chairperson Nethel Stephens, Vice Chair Erica Holmes and Board member Michaela Scott-Williams provided an update on the progress of the Civil Service Board over the last six months.

B. DISCUSSION REGARDING THE 2026 BROWARD COUNTY SUPERVISOR OF ELECTIONS MUNICIPAL ELECTION AGREEMENT

Acting City Manager Howard stated that Supervisor of Elections has certain duties, functions, and responsibilities provided in the Florida Election Code. Among the Supervisor of Elections' duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers, in connection with federal, state, county, and certain municipal and district elections. She stated if there are no ballot questions, the election will be at zero cost.

C. DISCUSSION REGARDING AUTHORIZING AN AMENDMENT TO THE SINGLE SOURCE AWARD CONTRACT# 2025-079 TO ALL COUNTY STAFFING, INC. FOR NURSING SERVICES ON AN AS-NEEDED BASIS FOR THE CITY OF LAUDERDALE LAKES ALZHEIMER'S CARE CENTER, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$140,000.00) FOR THE REMAINING TERM OF THE CONTRACT, WHICH EXPIRES ON SEPTEMBER 30, 2026

Mr. Piprawala stated that on June 24, 2025, the City Commission approved Resolution 2025-079, awarding a contract to All County Staffing to provide nursing services to clients enrolled in the City's Alzheimer's Care Center on an as-needed basis. The contract was approved in an amount not to exceed \$60,000.00 per fiscal year and is scheduled to expire on September 30, 2026. The contract provides nursing services, including Registered Nurses (RN), Licensed Practical Nurses (LPN), and Certified Nursing Assistants (CNA), to support clients enrolled in the City's Alzheimer's Care Center and In-Home Respite Care programs. Since the execution of the contract, there has been a continued increase in the number of clients receiving In Home Respite Care services, resulting in the originally approved contract amount proving insufficient. Additionally, to remain compliant with the funding agency's guidelines and service delivery requirements, the City is obligated to ensure the availability of these services. While staff has made a concerted effort to limit the use of agency personnel within the facility, the increased costs are primarily attributable to the growth in demand for In-Home Respite Care services. Furthermore, many of the seniors being served are experiencing increased frailty, leading to a higher number of homebound residents who require in-home support services. As a result of these factors, along with outstanding invoices owed to the vendor, City staff is requesting an increase to the contract amount to \$140,000.00 for the remainder of the contract term. Since the inception of the contract, All County Staffing has remained highly responsive and has consistently met the City's needs while providing quality care to some of the City's most vulnerable residents. Notably, there have been zero complaints regarding caregiver services, despite the significant increase in the number of clients served. This item includes a request to increase the existing contract with All County Staffing \$80,000.00, resulting in a revised contract amount not to exceed \$140,000.00 through the remainder of the contract term ending September 30, 2026. Other contractual services Approval of this item will ensure continuity of care, vendor payment for outstanding invoices, and ongoing compliance with grant and program requirements. There is no anticipated negative fiscal impact beyond the requested increase.

Vice Mayor Thomas inquired as to what oversubscribed meant.

Ericka Lockett, Parks and Human Services Director, stated that it means there is an increase enrollment in respite care for the Alzheimer's clients. She explained how the costs are allocated per unit and the City's share in the unit cost.

- D.** DISCUSSION REGARDING AUTHORIZING THE USE OF A COOPERATIVE CONTRACT (TS06-25) WITH ROBERT HALF INTERNATIONAL, INC. FOR TEMPORARY STAFFING SERVICES THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC BUY) COOPERATIVE PURCHASING, IN AN AMOUNT NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER FISCAL YEAR, ON AN AS NEEDED BASIS FOR THE TERM OF THE CONTRACT WHICH ENDS MAY 31, 2029

Mr. Piprawala stated that this is a request the use of the cooperative contract executed by the Houston-Galveston Area Council for Temporary Staffing Services with Robert Half International, Inc. for an amount not to exceed \$100,000.00 per fiscal year through the initial term of the contract which ends May 31, 2029.

Vice Mayor Thomas inquired as to why positions are not being filled.

Ms. Williams stated that there are open positions where interviews are currently taking place and this will allow for the position to be temporarily filled until a permanent person has been selected.

- E.** DISCUSSION REGARDING AWARDING A CONTRACT TO GLORIFIED PRINTING, INC. D/B/A MINUTEMAN PRESS AFTER COMPLETING A COMPETITIVE PROCUREMENT PROCESS ON THE CITY'S DEMANDSTAR PLATFORM FOR RFP25-3410-19R CITYWIDE PRINTING SERVICES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER FISCAL YEAR

Mr. Piprawala stated that the City solicited proposals from qualified and experienced printing service providers to deliver comprehensive, high-quality, and cost-effective printing solutions for the City's internal operations, community engagement initiatives, and public-facing communications. The City's multiple departments have been using a few repeated vendors for a variety of printing services over the years which in an ad hoc manner which may exceed the city manager's threshold. The city issued a solicitation, RFP25-3410-19R Citywide Printing Services, to afford an opportunity to all interested stakeholders to participate in a competitive bidding process. City staff is requesting award of this contract to Glorified Printing, Inc. d/b/a/ Minuteman Press for Citywide Printing Services, where the vendor will serve as the City's primary vendor, specific to the Core Printing Services and rates provided in accordance with the City's Procurement Code, Section 82-356(a)(3), of the Lauderdale lakes procurement code which allows Competitive sealed proposals (Request for Proposals). The term of this agreement shall be for a three (3) year term, 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 amount being requested for services is \$50,000.

Commissioner Harrison inquired as to if Express Color submitted documentation.

Mr. Piprawala stated that the bid announcement went out to several vendors, including Express Color and the only one that responded was Glorified Printing Inc.

- F.** DISCUSSION REGARDING A COMPLETE ASSESSMENT OF THE OAKLAND VILLAS CLUB HOUSE, A CITY OWNED PROPERTY LOCATED AT 4301 NW 48TH AVENUE

Mr. Desbrunes stated that in February 2025, the City purchased the Oakland Villas Club House located at 4301 NW 48th Avenue through a public auction. A certificate of Title was issued on July 1st, 2025. The property was acquired as-is. Given the nature of the process for auction acquisitions, the city did not have the opportunity to conduct exhaustive pre-purchase inspections. To ensure the safety of the structure, determine necessary capital improvements, a comprehensive assessment of

the facility is required. Through the library of consultants, staff requested proposals from qualified professional team to conduct the following assessments of property: Structural Integrity: Evaluation of the foundation, framing, roofing and load-bearing elements. Mechanical, Electrical and Plumbing Systems (MEP): Inspection of Mechanical, Electrical, and Plumbing systems for code compliance and efficiency. Pool and Equipment Systems: Assessment of existing pool structure ADA Compliance: Review of accessibility components such as parking, restrooms, and all entrances for compliance. Future Use Feasibility: Cost-benefit analysis of renovation versus replacement based on the City's intended use. Two proposals that were received were Lakdas/Yohalem Engineering Inc. in the amount of \$46,650.00 and BCC Engineering in the amount of \$58,000.00.

Commissioner Harrison stated that the property is valuable and the assessment in order to make a decision as to the direction the City should go.

Mr. Calloway stated that the property is still in litigation, however, the City has the valid title and ownership currently.

Acting City Manager Howard stated that the value of the property is in the land.

G. DISCUSSION REGARDING A LEASE TO OWN ARRANGEMENT FOR OAKLAND VILLAS CLUBHOUSE

This item will be discussed at a future meeting.

H. DISCUSSION REGARDING THE DESIGN OF THE MAJOR ROADWAY LANDSCAPE PROJECT

Mr. Desbrunes stated that in January 2025, the City Commission awarded a contract in the amount of \$72,040 to Calvin Giordano and Associates, Inc., to provide design services for Major Roadway Landscape Project which includes: site surveying, plans preparation, bidding assistance, post design services and permit coordination with the Florida Department of Transportation (FDOT). The project scope consists in the removal and replacement of existing landscape improvements within the medians on Oakland Park Boulevard (from NW 31st Avenue to the Turnpike), State Road 7 (from NW 19th Street to Commercial Boulevard), and NW 52nd Avenue. Design is approximately 90% completed. Staff is following up with the City Commission recommendation to bring back the project for review and discussion after design completion. Due to the project's scope, the plans are broken down as follow: Oakland Park Boulevard (East of SR7) Oakland Park Boulevard (West of SR7) State Road 7 (North of Oakland Park Blvd) State Road 7 (South of Oakland Park Blvd) NW 52nd Avenue. The proposed trees and shrubs schedule for each section are also included. Staff requested a 3D rendering of the project from the consultant in order to ensure a life-like visualization of the proposed improvements before moving to the next step which is permitting and bidding. However, this service was not included in the original project scope. The consultant submitted a new proposal in the amount of \$6,710 for this additional service.

Vice Mayor Thomas stated that conceptually it is difficult to tell what the pictures are, however, if there was a 3D model available then it will be able to better visualize.

Commissioner Harrison stated that he is in agreement with paying the requested amount for the 3D models.

Discussion ensued amongst the City Commission regarding the pricing of the models and the request to ask the consultant for better pricing as they have worked and is currently working with the City in different aspects.

Mr. Desbrunes stated he will ask the consultant again for a better price.

I. DISCUSSION REGARDING USE OF CITY FACILITIES (SPONSORED BY COMMISSIONER CAUSWELL)

Commissioner Causwell stated that she was told that the City Commission could use any of the City

facilities for one event. She stated that some of the elected officials have used the City facilities far beyond one event. She stated along with elected officials using the facilities, staff may have to work overtime for these events.

Discussion ensued amongst the City Commission regarding the various organizations that utilize City buildings for meetings at little to no cost.

Commissioner Causwell stated she would like to continue the discussion at a future workshop to include a policy on rules for those who wish to use the City facilities free of charge.

J. DISCUSSION REGARDING RENAMING A PORTION OF 39TH STREET, FROM NW 31ST AVENUE TO NW 29TH AVENUE AFTER BOYD ANDERSON PRINCIPAL, MR. JAMES GRIFFIN

Ms. McCoy stated that The Planning and Zoning Board, serving as the Ad Hoc Honorary Naming Rights Committee, was requested to review and consider a proposal to rename a portion of NW 39th Street from NW 31st Avenue to NW 29th Avenue in honor of Mr. James Griffin, Principal of Boyd Anderson High School. This action is being considered pursuant to City Code and the City Attorney's Memorandum outlining the procedures for naming city facilities or properties. The Board met during a noticed meeting on January 6, 2026 and unanimously recommended approval.

Vice Mayor Thomas inquired as to if public input was sought.

Ms. McCoy stated that it was.

Commissioner Maxwell-Williams stated that she was not in favor of the renaming at this time because she will like to know more about Mr. Griffin's contributions to the City.

Commissioner Harrison stated that Mr. Griffin has been the Principal of Boyd H. Anderson High School for several years and prior to that he was the Principal at Lauderdale Lakes Middle School.

Discussion ensued amongst the City Commission regarding the fact that Mr. Griffin does not live in the City, however, there a street was renamed for former Congressman Alcee Hastings who did not live in the City either.

K. DISCUSSION REGARDING CELL PHONE ALLOWANCE AND TRAVEL REIMBURSEMENT FOR CITY COMMISSIONERS (SPONSORED BY COMMISSIONER CAUSWELL)

Commissioner Causwell stated that she was under the impression that the City's elected officials receive a cell phone allowance and travel reimbursement. She stated that Directors receive a cell phone and car allowance.

Mr. Calloway stated that the purpose of the vouchered and non vouchered expense accounts are for purposes of expenditures that the City Commission may incur on behalf of satisfying their roles and responsibilities as public officials. Vouchered accounts are general expenses are usually used for hotel stays and staff will documents that particular expense in terms of how it is paid and what it is for. The non vouchered account is an expense account that is legitimately tied to the responsibilities with the use of public funds. These expenses should also be documented.

Commissioner Causwell stated that the non vouchered expense account is being taxed.

Mr. Calloway stated that under the direction of a previous City Manager, Mr. Phil Alleyne, the non vouchered account amounts were separated from the City Commission salaries.

This item will be brought back for a continued discussion.

L. DISCUSSION REGARDING THE CITY OF CORAL SPRINGS RESOLUTION SUPPORTING SENATE BILL 382 AND HOUSE BILL 243 STRENGTHENING REGULATIONS FOR ELECTRIC BICYCLES, SCOOTERS, AND MOTORCYCLES (SPONSORED BY VICE MAYOR THOMAS)

Vice Mayor Thomas spoke of supporting the City of Coral Springs resolution Senate Bill 382 and House Bill 243 Strengthening Regulations for Electric Bicycles, Scooters and Motorcycles. It requires those who operate a Class Three electric bicycle defines as a bicycle equipped with a motor that provides assistance only when the rider is pedaling and that the rider has a valid driver's license. It also states that a person operating an electric bicycle on a shared pathway that is not adjacent to a roadway must yield to pedestrians and give an audible signal warning before overtaking or passing a pedestrian.

Commissioner Harrison stated that he needed more clarification on the use of electric bikes being used on the bicycle lanes.

Captain Warnell Phillips, Broward Sheriff's Office, stated that those who use electric scooters and bicycles tend to generate a high rate of speed. They have to follow the same speed obligation as vehicles and motorcycles.

M. DISCUSSION REGARDING COMPREHENSIVE LAND DEVELOPMENT REGULATION (LDR) REWRITE

Ms. McCoy stated that the City's LDR has been amended incrementally over many years to address specific development requests, policy updates, and legislative changes. This piecemeal approach has resulted in inconsistencies, outdated provisions, and administrative inefficiencies that impact clarity, usability, and effective enforcement. A comprehensive rewrite will modernize the regulatory framework, ensure consistency with the Comprehensive Plan and state law, and align the City's development regulations with current planning and development best practices. Goals, Objectives: The primary objectives of the LDR rewrite, including: Streamlining development review and permitting processes Improving zoning district structure and permitted use standards Strengthening development and design criteria Enhancing consistency and clarity across Regulation sections Ensure consistency with the Comprehensive Plan Integrating policy priorities related to housing, redevelopment, economic development, and resiliency.

Vice Mayor Thomas inquired as to how long the review will take and the estimated cost.

Ms. McCoy stated that the project will take approximately 1-2 years and will cost approximately \$100,000 to \$300,000.

Vice Mayor Thomas asked where would the money come from.

Ms. McCoy stated that as part of the work plan she will work with the Financial Services team to see where the funds can come from. She stated that she and the City Attorney are monitoring Senate Bill 180 which has given cities restrictions on what they are allowed to include in land development or any text amendments. This bill has the cities preempted up to 2027.

Commissioner Harrison stated that the City's code is very outdated and this is something that has to be done. Although it is costly, it will allow the City to do business more effectively.

Commissioner Harrison asked if the City Attorney's Office could assist with the rewrite of the code that may be more cost effective for the city.

Mr. Calloway stated that his office does land development regulations and he will be able to assist.

N. DISCUSSION REGARDING AUTHORIZING THE USE OF THE CITY LOGO ON PROMOTIONAL MATERIALS FOR THE BRUNCH & LEARN EXPO PRESENTED BY THE CITY OF LAUDERHILL IN PARTNERSHIP WITH BROWARD COUNTY PUBLIC SCHOOLS ECONOMIC DEVELOPMENT, OPPORTUNITIES AND COMPLIANCE

Vielka Buchanan, Economic Development Manager, stated that the City of Lauderdale Lakes has been invited to participate in the upcoming Brunch & Learn Expo hosted by the City of Lauderdale in partnership with Broward County Public Schools Economic Development, Opportunities & Compliance to be held on March 25, 2026 from 10:00 a.m. to 2:00 p.m.. The event brings together entrepreneurs, startups, creatives, local businesses, and young professionals to connect with helpful resources, certification opportunities, and potential partnerships. Neighboring cities, counties and organizations have been invited to participate and engage their businesses and build strength cross city collaboration.

Mayor Edwards Phillips asked if every municipality that is participating will be asked for their logo.

Ms. Buchanan stated that everyone who wishes to participate can add their logo to the event flyer.

Vice Mayor Thomas recommended that the Lauderdale Lakes Chamber of Commerce be invited to this event.

Ms. Buchanan stated she would certainly extend the invitation.

- o. DISCUSSION REGARDING APPROVING THE USE AND INCLUDING A CPI INCREASE OF THE CONTRACT AWARDED TO CALVIN, GIORDANO & ASSOCIATES, INC. FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES AFTER A FORMAL COMPETITIVE PROCESS (RFP#2021-16) CONDUCTED BY THE CITY OF PARKLAND FLORIDA, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED AND SIXTY THREE THOUSAND DOLLARS (\$663,000.00) FOR THE PERIOD FEBRUARY 28, 2026 THROUGH THE PERIOD ENDING FEBRUARY 28, 2027

Mr. Piprawala stated that on March 8, 2022, the City Commission of the City of Lauderdale Lakes adopted Resolution No. 2022- 018 approving the use of a contract awarded to Calvin, Giordano & Associates, Inc. ("CGA") for Building Plan Review and Inspection services by the City of Parkland, Florida after a formal competitive process. On July 23, 2024, the City Commission of the City of Lauderdale Lakes adopted Resolution No. 2024-061, authorizing and approving a 5% increase in the contract rates as negotiated and approved by the City of Parkland, Florida by notice to the vendor dated December 19, 2023, which also coincided with the first 1- year contract renewal term that followed the original 3-year term. The City of Parkland, Florida, by notice to the vendor dated December 17, 2024 negotiated and approved revised fees with a 3% increase based on an average of the Consumer Price Index for all Urban Consumers in our region as published by the Bureau of Labor Statistics, U.S. Department of Labor for the period February 28, 2025 through February 28, 2026 which also coincided with the second 1-year contract renewal term. The City of Parkland, Florida, has negotiated and is presenting revised fees with an increase based on an average of the Consumer Price Index for all Urban Consumers in our region as published by the Bureau of Labor Statistics, U.S. Department of Labor for the period February 28, 2026 through February 28, 2027 which also coincided with the third 1-year contract renewal term. The Scope of Services as defined in the RFP#2021-16, is a description of the Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by consultant impractical, illogical, or unconscionable. This remains a non-exclusive contract. The user department strongly recommends retaining the services from the above-mentioned contract as the demand from the public continues to increase and the Consultant continues to be a valuable asset to the services offered by the City. The city has been experiencing a challenging time in hiring suitable candidates to fulfill the roles and responsibilities of these positions. The City is currently in the process of issuing its own solicitation during this period, for services that go beyond the scope of services of the referenced, City of Parkland's contract with Calvin, Giordano & Associates, Inc., to meet the complete needs of the city at times when staff turnover will negatively impact the operations of the department. City staff is requesting to continue utilizing the City of Parkland's Contract pursuant to RFP#2021-16 for Building Plan Examination and Inspection Services with approval from the Mayor and the City Commission to also adopt the increase approved by the parent agency, in accordance with the City's Procurement Code, Section 82-358(F), which allows cooperative purchasing. A new addition is a position for a Code

Enforcement Officer. The total estimate is \$663,000.00.

Mayor Edwards Phillips inquired as to why a Code Enforcement Officer is part of the contract.

Ms. McCoy stated that if there is a shortfall of staff during a solicitation to hire, a temporary employee can be added through the contract to offset the shortfall. It will also save the City money. The City is working on bringing in some of the positions in house.

Commissioner Causwell inquired as to where the funding is going to come from.

Ms. McCoy stated that the funds for this year has already been budgeted and now they are asking for funds for 2026-2027.

- P.** DISCUSSION REGARDING APPROVING THE USE AND INCLUDING A THREE (3%) INCREASE OF CONTRACT AWARDED TO CALVIN, GIORDANO & ASSOCIATES, INC. FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES AFTER A FORMAL COMPETITIVE PROCESS (RFP#2021-16) CONDUCTED BY THE CITY OF PARKLAND FLORIDA, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED AND THIRTY EIGHT THOUSAND SIX HUNDRED FORTY TWO AND 10/100 DOLLARS (\$538,642.10) FROM FEBRUARY 28, 2025 THROUGH THE PERIOD ENDING FEBRUARY 28, 2026

This item was discussed under the February 10, 2026 City Commission Meeting agenda review.

6. REPORTS

- A.** UPDATE ON THE EXECUTIVE FIRM SEARCH FOR THE HIRING OF THE NEW CITY MANAGER

Ms. Williams stated that the contract for the executive firm has been fully executed and the next step is for the City to schedule one on ones with the City Commission and the lead recruiter.

7. ADJOURNMENT

Being that there was no other business to come before the City Commission, the workshop adjourned at 8:16 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, MMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
FEBRUARY 10, 2026 CITY COMMISSION MEETING MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 2/24/2026

ATTACHMENTS:

Description	Type
□ February 10, 2026 City Commission Meeting Minutes	Minutes



City of Lauderdale Lakes

Office of the City Clerk

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

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

CITY COMMISSION MEETING MINUTES

City Commission Chambers

February 10, 2026

7:00 PM

1. CALL TO ORDER

Mayor Veronica Edwards Phillips called the February 10, 2026 City Commission Meeting to order at 7:00 p.m.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Sharon Thomas
Commissioner Tycie Causwell
Commissioner Easton Harrison
Commissioner Karlene Maxwell-Williams

ALSO PRESENT

Acting City Manager Venice Howard
Assistant City Attorney Janeil Morgan
Deputy City Clerk Pav Benasrie-Watson
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A. "LIFT EVERY VOICE AND SING"

"Lift Every Voice and Sing" was sung.

The Invocation was provided by Rabbi Stell of the Jewish Center of Lauderdale Lakes.

The Pledge of Allegiance was recited.

4. PROCLAMATIONS/PRESENTATIONS

A. PROCLAMATION - CELEBRATING BLACK HISTORY MONTH (SPONSORED BY MAYOR EDWARDS PHILLIPS)

Ms. Mika Hobbs of the African American Research Library and Cultural Center accepted the proclamation for Black History Month.

B. PROCLAMATION - CELEBRATING MUSLIM AMERICAN HERITAGE MONTH (SPONSORED BY COMMISSIONER HARRISON)

Mr. Aazam Piprawala accepted the proclamation for Muslim American Heritage Month.

C. PROCLAMATION - CELEBRATING REGGAE HISTORY MONTH (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Mr. Buju Banton accepted the proclamation for Reggae History Month.

D. PRESENTATION - BROWARD SHERIFF'S OFFICE NEIGHBORHOOD SUPPORT TEAM RECOGNITION OF CITY BUSINESS LEADERS

Broward Sheriff's Office Captain Warnell Phillips presented certificates of recognition to Americare AC & HVAC, Broward Meat & Fish, Shielded Souls and Southland Paints.

E. PRESENTATION - BROWARD DAYS EVENT UPDATE FROM LAUDERDALE LAKES STUDENT ATTENDEES

This presentation was moved to a future meeting.

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

A. JANUARY 12, 2026 CITY COMMISSION WORKSHOP MINUTES

B. JANUARY 13, 2026 CITY COMMISSION MEETING MINUTES

C. JANUARY 21, 2026 SPECIAL CITY COMMISSION MEETING MINUTES

Commissioner Causwell made a motion to approve the minutes from the January 12, 2026 City Commission Workshop, January 13, 2026 City Commission Meeting and January 21, 2026 Special City Commission Meeting

Mayor Edwards Phillips requested a roll call:

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

Motion passed: 5-0

6. PETITIONS FROM THE PUBLIC

Former Vice Mayor Mark Spence spoke about a survey from 2017 that was presented at the recent Strategic Planning meeting. He stated that he was informed that he is not allowed to contact any members of the City Commission because he was a former Commissioner.

Saraa Abraham thanked the City Commission for acknowledging the Muslim community with the proclamation.

Former Commissioner Gloria Lewis stated that she was disappointed with the conversation regarding the renaming of the street after the Boyd Anderson High School principal. She stated that the proclamations given out during the meeting were great as many cultures were celebrated.

Victoria Platt spoke of the sinkholes that are appearing in the Sapphire Condo community.

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

- A.** RESOLUTION 2026-007 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1 TO FDEP AGREEMENT #LPA0559, EXTENDING THE PROJECT TIMELINE FOR THE CANAL 5 STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT PROJECT

This resolution authorizes the Mayor execute LPA0559 Amendment 1 as needed to extend the grant expiration to September 30, 2027 with construction deadline to March 31, 2027.

- B.** RESOLUTION 2026-008 RATIFYING AND AFFIRMING THE ANNUAL CONSUMER PRICE INDEX (“CPI”) ADJUSTMENT TO THE MAYOR AND CITY COMMISSIONERS’ SALARIES, RETROACTIVE TO JANUARY 1, 2026

This resolution ratifies and affirms the annual Consumer Price Index (CPI) adjustment to the Mayor and City Commissioners' salaries reflecting a 2.7% increase, retroactive January 1, 2026.

- C.** RESOLUTION 2026-009 AWARDING A CONTRACT TO ADVANCED RECREATIONAL CONCEPTS AFTER THEY EMERGED AS THE HIGHEST SCORING VENDOR FOLLOWING THE EVALUATION COMMITTEE MEETING FOR RFP 26-6310-09R OTIS GRAY PAVILION REPLACEMENT PROJECT, IN THE AMOUNT OF ONE HUNDRED AND EIGHTY NINE THOUSAND, EIGHT HUNDRED AND TWENTY SIX DOLLARS (\$189,826.00) TO PROVIDE IMPROVEMENTS FOR OTIS GRAY PAVILION REPLACEMENT PROJECT

This resolution awards a contract to Advanced Recreational Concepts following the results of the evaluation committee for RFP26-6310-09R Otis Gray Pavilion Replacement project in the amount \$189,826.00.

- D.** RESOLUTION 2026-010 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPROVING THE USE AND INCLUDING A THREE PERCENT (3%) INCREASE OF CONTRACT AWARDED TO CALVIN, GIORDANO & ASSOCIATES, INC. FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES AFTER A FORMAL COMPETITIVE PROCESS (RFP#2021-16) CONDUCTED BY THE CITY OF PARKLAND FLORIDA, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED AND THIRTY EIGHT THOUSAND SIX HUNDRED FORTY TWO AND 10/100 DOLLARS (\$538,642.10) FROM FEBRUARY 28, 2025 THROUGH THE PERIOD ENDING FEBRUARY 28, 2026; PROCURED IN ACCORDANCE WITH SEC. 82-358{F} OF THE LAUDERDALE LAKES PROCUREMENT CODE; FURTHER AMENDING RESOLUTION 2024-061 TO SEVER ANY CONFLICT WITH THE TERMS SET FORTH HEREIN

This resolution approves the Calvin Giordano contract for Building Plan Review and Inspection Services through the City Of Parkland, Florida, in an amount not to exceed \$538,642.10 from February 28, 2025 through the period ending February 28, 2026.

Assistant City Attorney Morgan read Resolutions 2026-007, 2026-008, 2026-009 and 2026-010 by title:

RESOLUTION 2026-007

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING AND APPROVING AMENDMENT NO. 01 TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD GRANT AGREEMENT, AGREEMENT NO. LPA0559, FOR THE STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT PROJECT, FURTHER EXTENDING GRANT EXPIRATION DATE FROM SEPTEMBER 30, 2026 TO SEPTEMBER 30, 2027, PROVIDING FOR A CONSTRUCTION DEADLINE OF MARCH 31, 2027, PROVIDING FOR SUCH OTHER REVISIONS AS DETAILED IN AMENDMENT NO. 1; A COPY OF THE EXECUTED AGREEMENT IS ATTACHED HERETO

AS EXHIBIT A; A DRAFT COPY OF AMENDMENT NO. 01 TO THE AGREEMENT IS ATTACHED HERETO AS EXHIBIT B; COPIES OF WHICH ARE 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.

RESOLUTION 2026-008

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH ARTICLE III, SECTION 3.07 OF CITY OF LAUDERDALE LAKES HOME RULE CHARTER, RATIFYING AND AFFIRMING THE ANNUAL CONSUMER PRICE INDEX ("CPI") ADJUSTMENT TO THE MAYOR AND CITY COMMISSIONERS' SALARIES, EFFECTIVE AS OF JANUARY 1, 2026; A COPY OF THE BUREAU OF LABOR STATISTIC'S 2026 CPI DATA IS ATTACHED HERETO AS **EXHIBIT A**; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2026-009

A RESOLUTION OF 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 CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONSTRUCTION CONTRACT ("CONTRACT") TO ADVANCED RECREATIONAL CONCEPTS, LLC ("ARC") PURSUANT TO RFP 26-6310-09R, PROVIDING FOR CONSTRUCTION RELATED SERVICES FOR THE OTIS GRAY PAVILIONS REPLACEMENT PROJECT ("PROJECT"), IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY NINE THOUSAND EIGHT HUNDRED TWENTY SIX AND NO/100 DOLLARS (\$189,826.00); A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE PROJECT'S SCOPE OF SERVICES IS ATTACHED HERETO AS **EXHIBIT B**; A COPY OF THE EVALUATION DOCUMENTS IS ATTACHED HERETO AS **COMPOSITE EXHIBIT C**; COPIES OF EACH OF WHICH ARE 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.

RESOLUTION 2026-010

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING AND APPROVING, PURSUANT TO SECTION 82-358(F) OF THE CITY'S PROCUREMENT CODE AUTHORIZING COOPERATIVE PURCHASING, THE CONTINUED UTILIZATION OF THAT CERTAIN CONTRACT AWARDED TO CALVIN, GIORDANO & ASSOCIATES, INC. ("CGA") FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES FOLLOWING A FORMAL COMPETITIVE PROCESS (RFP NO. 2021-16) CONDUCTED BY THE CITY OF PARKLAND, FLORIDA, INCLUDING CONTRACT EXTENSION PERIOD FOR THE TERM COMMENCING FEBRUARY 28, 2025, THROUGH FEBRUARY 28, 2026 ("EXTENSION PERIOD"); FURTHER AUTHORIZING AND APPROVING THE ADOPTION OF A THREE PERCENT (3%) CONTRACT PRICE INCREASE AS APPROVED BY THE CITY OF PARKLAND AND PAYMENT OF CGA INVOICES FOR CONTRACTED SERVICES RENDERED DURING THE EXTENSION PERIOD FOR A TOTAL AMOUNT NOT TO EXCEED FIVE HUNDRED AND THIRTY EIGHT THOUSAND SIX HUNDRED FORTY TWO AND 10/100 DOLLARS (\$538,642.10); A COPY OF THE BUILDING PLAN REVIEW AND INSPECTION SERVICES CONTRACT BETWEEN THE CITY OF PARKLAND AND CGA IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE CITY OF PARKLAND'S 2024 RENEWAL ACCEPTANCE LETTER IS ATTACHED HERETO AS **EXHIBIT B**; CGA'S INVOICES ARE ATTACHED HERETO AS **EXHIBIT C**; COPIES OF EACH OF WHICH ARE 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.

Vice Mayor Thomas made a motion to approve Resolutions 2026-007, 2026-008, 2026-009 and 2026-010.

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

Motion passed: 5-0

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

A. RESOLUTION 2026-011 RATIFYING THE CITY'S FINANCIAL REPORT FOR PERIOD ENDING NOVEMBER 30, 2025 AND DECEMBER 31, 2025

The resolution ratifies the City's financial reports for the periods ending November 30, 2025 and December 31, 2025 in accordance with Sec.82-327 of the City of Lauderdale Lakes Code of Ordinances.

Assistant City Attorney Morgan read Resolution 2026-011 by title:

RESOLUTION 2026-011

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; ACCEPTING THE FINANCIAL SERVICES DEPARTMENT'S FILING OF FINANCIAL ACTIVITY REPORTS FOR THE MONTHS OF NOVEMBER 2025 AND DECEMBER 2025 OF FISCAL YEAR 2026, IN ACCORDANCE WITH SECTION 82-327 OF THE CITY OF LAUDERDALE LAKES CODE OF ORDINANCES; A COPY OF SAID NOVEMBER FINANCIAL REPORT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF SAID DECEMBER FINANCIAL REPORT IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH ARE 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.

Vice Mayor Thomas made a motion to move Resolution 2026-011 to the floor for discussion.

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

Motion passed: 5-0

Sharon Haynes, Director of Financial Services, provided an update on the November 30, 2025 and December 31, 2025 financial activity reports.

Commissioner Harrison made a motion to approve Resolution 2026-011.

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

Motion passed: 5-0

B. RESOLUTION 2026-012 APPROVING THE REALLOCATION OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

This resolution approves the reallocation of ARPA funds. As of September 30th, the City of Lauderdale Lakes has approximately \$9 million dollars of ARPA grant funds unspent.

Assistant City Attorney Morgan read Resolution 2026-012 by title:

RESOLUTION 2026-012

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; APPROVING AND AUTHORIZING THE REALLOCATION OF PREVIOUSLY OBLIGATED AMERICAN RESCUE PLAN ACT (“ARPA”) FUNDS TO CERTAIN ARPA ELIGIBLE PROGRAM AND PROJECTS, SPECIFICALLY THE CITY FACILITIES HVAC UPGRADE PROJECT IN THE AMOUNT OF TWO HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$235,260.00), THE HOUSING REPAIR AND ASSISTANCE PROGRAM IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00), THE PUBLIC SAFETY PROJECTS IN THE AMOUNT OF FOUR MILLION SEVEN HUNDRED THOUSAND EIGHT HUNDRED TWENTY-TWO AND 30/100 DOLLARS (\$4,700,822.30), AND PROFESSIONAL SERVICES PROJECTS IN THE AMOUNT OF SIX HUNDRED FORTY-SIX THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$646,920.00); PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Thomas made a motion to move Resolution 2026-012 to the floor for discussion.

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

Motion passed: 5-0

Commissioner Causwell stated that she is not in favor of \$250,000 being allocated to the Housing and Repair Assistance Program. She believes that the amount should be greater.

Commissioner Maxwell-Williams made a motion to approve Resolution 2026-012.

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

AGAINST: Commissioner Causwell

Motion passed: 4-1

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

Mayor Edwards Phillips thanked everyone for watching and attending the City Commission meeting. She provided an update of her recent trip to Tallahassee for Broward Days and spoke of the importance of Black History.

13. REPORT OF THE VICE MAYOR

Vice Mayor Thomas thanked everyone for watching and attending the City Commission meeting. She spoke of the proclamations that were celebrated at the meeting and reminded everyone to take care of themselves as February is Heart Healthy month.

14. REMARKS OF THE COMMISSIONERS

Commissioner Causwell thanked everyone for attending the meeting and spoke of the 1965 Voting Rights Act. She encouraged all of the young people who are turning eighteen this year to register to vote and spoke about the upcoming Women Celebrating Women event.

Commissioner Harrison wished everyone a Happy Black History Month and congratulated everyone who received the proclamations. He thanked Broward Sheriff’s Office for recognizing the businesses. He spoke of how great the Black History Month parade was.

Commissioner Maxwell-Williams wished everyone a Happy Black History Month and congratulated everyone who received the proclamations

15. REPORT OF THE CITY MANAGER

Acting City Manager Howard spoke of the upcoming events in the City.

16. REPORT OF THE CITY ATTORNEY

Assistant City Attorney Morgan stated that Kinerett and Oriole Plaza Property owner has violated the mediated settlement agreement by failure to correct outstanding code violations which underlies several of the liens that were detailed in the mediated settlement agreement. The Oakland Villa property still remains in litigation and the matter is now going back to the trial court for a final disposition. The DuPont and Allen cases are pending for adjudication before the court. The City Attorney's Office continues to work with the Human Resources Director and the Civil Service Board on updates regarding certain policies and procedures.

17. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 9:48 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, MMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title

RESOLUTION 2026-013 APPROVING THE 2026 BROWARD COUNTY SUPERVISOR OF ELECTIONS MUNICIPAL ELECTION AGREEMENT

Summary

This resolution approves the Municipal Elections agreement between the Broward County Supervisor of Elections and the City of Lauderdale Lakes as it pertains to the November 3, 2026 General Election.

Staff Recommendation

Background:

The Broward County Supervisor of Elections is authorized under Florida law to conduct elections within Broward County and to enter into agreements with municipalities to perform election related services, including the administration, coordination, and conduct of municipal elections. The City desires to retain the Supervisor of Elections and the Supervisor of Election desires to enter into a Municipal Elections Agreement providing for those services pertaining to the administration, coordination, and conduct of the City's General Election to be held on November 3, 2026.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: City Clerk's Office

Meeting Date: 2/24/2026

ATTACHMENTS:

	Description	Type
▣	Resolution 2026-013 Accepting Municipal Election Agreement for November 2026 Election	Resolution
▣	Lauderdale Lakes_2026_Municipal Election Agreement_Rev112025	Exhibit

1 RESOLUTION 2026-013

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 MUNICIPAL
6 ELECTIONS AGREEMENT BY AND BETWEEN THE BROWARD COUNTY
7 SUPERVISOR OF ELECTIONS AND THE CITY OF LAUDERDALE LAKES
8 (“MUNICIPAL ELECTIONS AGREEMENT”); PROVIDING FOR
9 ADMINISTRATION OF THE NOVEMBER 3, 2026 GENERAL ELECTION; A
10 DRAFT COPY OF SAID AGREEMENT IS ATTACHED HERETO AS **EXHIBIT A**; A
11 COPY OF WHICH IS AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY
12 CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
13 INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
14

15 WHEREAS, the City of Lauderdale Lakes, Florida (“City”), is required to conduct a General
16 Election on November 3, 2026, for the purpose of electing municipal officers and addressing any
17 other matters that may be duly placed on the ballot;

18 WHEREAS, the Broward County Supervisor of Elections (“Supervisor of Elections”) is
19 authorized under Florida law to conduct elections within Broward County and to enter into
20 agreements with municipalities to perform election related services, including the
21 administration, coordination, and conduct of municipal elections;

22 WHEREAS, the City desires to retain the Supervisor of Elections and the Supervisor of
23 Election desires to enter into a Municipal Elections Agreement providing for those services
24 pertaining to the administration, coordination, and conduct of the City’s General Election to be
25 held on November 3, 2026; and

26 WHEREAS, the City Commission finds that it is in the best interest of the City to authorize
27 and approve the City’s entering into the Municipal Elections Agreement to ensure the proper,
28 efficient, and lawful administration of the November 3, 2026, General Election.

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 authorizes and approves the
6 Mayor and City Clerk to execute and attest, respectively, the Municipal Elections Agreement
7 between the Broward County Supervisor of Elections and the City of Lauderdale Lakes for the
8 administration of the November 3, 2026 General Election, in substantially the form and content
9 attached hereto as **Exhibit "A,"** and further authorizes the Mayor and City Clerk to execute such
10 other related documents necessary and appropriate to effectuate the purpose of this Resolution.

11 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The City Clerk and other
12 appropriate City Officials are hereby authorized to take any and all actions necessary to
13 effectuate the intent of this Resolution.

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1 SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its
2 final passage.

3 ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
4 MEETING HELD FEBRUARY 24, 2026.

5 _____
6 VERONICA EDWARDS PHILLIPS, MAYOR
7

8
9 ATTEST:

10 _____, CMC, Deputy City Clerk, for
11 VENICE HOWARD, MPA, MMC, CITY CLERK
12

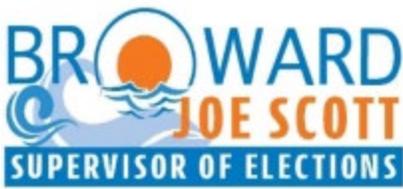
13
14 Approved as to form and legality
15 for the use of and reliance by the
16 City of Lauderdale Lakes only:
17

18 _____
19 SIDNEY C. CALLOWAY, CITY ATTORNEY

20 Sponsored by: Venice Howard, City Clerk/Acting City Manager
21

22 **VOTE:**

23				
24	Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
25	Vice-Mayor Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)
26	Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
27	Commissioner Easton Harrison	_____ (For)	_____ (Against)	_____ (Other)
28	Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)



MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer (“Supervisor”), and _____, a municipal corporation (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

- A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor’s duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.
- B. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, and other matters affecting elections for all municipalities within Broward County, Florida.
- C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all “election costs” as defined in Section 97.021(15), Florida Statutes.
- D. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist Municipality in selecting and training Poll Workers and conducting municipal election(s) in Broward County, Florida. Municipality desires to delegate to Supervisor the power, duty, and authority to conduct Municipality’s election(s) pursuant to the terms, conditions, and provisions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. Applicable Law** means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapter 75-350, Laws of Florida (Special Acts of 1975), as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.
- 1.2. Broward County Supervisor of Elections or Supervisor** means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.
- 1.3. Election Fees** means all fees, costs, charges, and expenses associated with the Municipal Elections and Supervisor’s performance of the Election Services, including without limitation

“election costs” as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.

1.4. Election Services means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. Municipal Election(s) means the Municipality’s elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. Poll Worker(s) means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor’s website at BrowardVotes.gov.

1.7. Polling Location(s) means a building, including any portion thereof, designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

1.8. Stand-Alone Election(s) means a municipal election held when only municipal races are on the ballot, or when no other federal or state election is being held.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. Municipal Elections. Municipality hereby engages Supervisor to perform Election Services in connection with the Municipal Elections scheduled to occur in _____. If Municipality desires Supervisor to perform Election Services for any additional municipal elections (“Additional Elections”), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. Supervisor has provided to Municipality, and Municipality acknowledges receipt of, the applicable schedule of Election Fees. A current estimate of the Election Fees associated with the applicable Municipal Elections is attached hereto as Exhibit A (“Cost Estimate”). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each Municipal Election, Supervisor will provide Municipality with a final invoice, which includes the actual Election Fees associated with the applicable Municipal Election, within six (6) months after the date of the applicable Municipal Election (“Final Invoice”).

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor’s sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, hire, assign, and train an appropriate number of Poll Workers for the Municipal Elections, as determined by Supervisor in Supervisor’s sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the pay rate for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable Municipal Election.

2.8. Vote by Mail. If the Municipal Elections will be conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to Municipality's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and Municipality shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials.

ARTICLE 3. MUNICIPALITIES OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. Except as otherwise provided in Exhibit A, Municipality shall pay Supervisor the Election Fees incurred and for any other necessary costs as provided for in Section 3.8 herein for each applicable Municipal Election. Municipality shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. Municipality's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2. Polling Locations. Not less than sixty (60) days prior to the date of the applicable Municipal Election, Municipality may provide in writing to Supervisor proposed Polling Locations for such Municipal Election, which locations shall be subject to final review and approval by Supervisor. For Polling Locations proposed by Municipality, Municipality shall provide to Supervisor copies of the rental agreements or other documentation for the utilization of the Polling Locations consistent with the provisions of this section. For Municipal Elections conducted during a federal or state election, the Polling Locations will be determined and the terms for use negotiated by Supervisor in Supervisor's sole and absolute discretion.

3.2.1. Use of Polling Locations. For each applicable Municipal Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by Municipality.

3.2.2. Municipality's Additional Responsibilities for Polling Locations. Municipality is responsible for: (a) providing any additional security requested by Municipality for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State; (c) ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; and (e) to the extent Municipality owns, leases, sublets, or otherwise operates the Polling Location, the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with

Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act and ensuring that the Polling Locations comply with all other Applicable Laws.

3.2.3. Polling Location Changes. Municipality shall be responsible for and shall pay all costs incurred by Supervisor as a result of any Polling Location changes requested by Municipality, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; Municipality's Responsible Person. Municipality shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the Municipal Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. Municipality acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to Municipality in connection with the performance of Supervisor's obligations under this Agreement. Prior to each Municipal Election, Municipality shall identify in writing and provide to Supervisor the contact information for the Municipal Clerk or other municipal official(s) who shall act as Supervisor's point of contact for Municipality and who shall also be the municipal official responsible for ensuring the performance and oversight of Municipality's obligations under the Florida Election Code, and any municipal charter provision or ordinances in this Agreement with regard to the Municipal Election ("Municipality's Responsible Person"). Notwithstanding the foregoing, except as otherwise required by the Florida Election Code or other Applicable Law, Municipality agrees and acknowledges that Supervisor does not consent to and is not bound by any statute, municipal charter or ordinance that provides for the delegation of duties to Supervisor unless such duties are expressly provided for in this Agreement or consented to by Supervisor in writing. Except as otherwise required by Applicable Law, any obligations or duties not set forth in this Agreement shall be the sole responsibility of Municipality.

3.5. Candidate Qualifications and Signature Verifications. Subject to Applicable Law, Municipality shall be responsible for and shall conduct any municipal candidate qualifications, determinations of eligibility to run, and collection of any election assessments. Municipality shall accept and process all qualifying papers and fees from such candidates and Municipality shall promptly provide Supervisor with a list of all qualified candidates in the format required by Supervisor, at the end of the qualification period. If Municipality requires Supervisor to verify signatures for candidate qualifying petitions or any other petitions permitted under Applicable Law, Municipality shall pay Supervisor's fees and costs for such verifications and Supervisor shall perform such verifications in the same manner it performs verifications for state candidates, except as provided by Applicable Law.

3.6. Notifications and Election Ads Required by Law. Supervisor shall prepare and arrange for publication in English, Spanish and Creole all election advertising and notices required under the Florida Election Code, directives and guidance from the Florida Secretary of State, and applicable state and federal laws. For all other election advertising and public notices, including without limitation, applicable recount notices and any other required notices to candidates, political parties,

and political committees, Municipality shall be responsible for the preparation and publication in English, Spanish and Creole of all such materials.

3.7. Ballots; Other Election Material; and Translations. No later than the last day of Municipality's candidate qualifying period or such earlier date as required by Supervisor to timely prepare the ballots and perform the Election Services, Municipality shall promptly furnish to Supervisor all ballot information in English, Spanish, and Creole, including the name of the candidates as they are to appear on the ballot and any pronunciation guides, the name of Municipality, the name of the Municipal Election, the titles of office(s), and any referendum titles, explanations, or questions. Municipality shall be solely responsible for all translation costs. Further, Municipality agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and Municipality shall be responsible for and shall ensure that all Municipal Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. Municipality shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of the Municipal Election, including without limitation, costs associated with conducting a recount or runoff, attorneys' fees and costs incurred by Supervisor in any matter related to the Municipal Election, and costs caused by any negligence, mistake, or intentional act or omission by Municipality, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, Florida 33309
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to Municipality:

Attn: _____ (name and title)

Email address: _____

With a copy to:

Email address: _____

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of Municipality's election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

6.1. Dispute Resolution; Attorneys' Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7. TERM; TERMINATION

7.1. Agreement Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the "Effective Date") until sixty (60) days after the election results has been certified, all vote processing equipment has been returned to

Supervisor's warehouse, and any post-election audit or reconciliation required under Applicable Law, has been completed for the last Municipal Election covered by this Agreement.

7.2. Termination for Convenience. Unless a Municipal Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of Municipality under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5. No Third-Party Beneficiaries. Neither Supervisor nor Municipality intends to primarily benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise

requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by and through its (name and title)_____ duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

__day of _____, 202_

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

MUNICIPAL ELECTIONS AGREEMENT

MUNICIPALITY

ATTEST:

_____, City Clerk

By: _____

_____ day of _____, 202__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the Parties:

_____, City Attorney

EXHIBIT A - Municipal Election Cost Estimate

Description	Cost per registered voter in Municipality (per election)
Election Fees for candidate only municipal elections held in conjunction with county, state, or federal elections:	\$0
<p align="center">With Ballot Question(s) Each Extra Ballot Page Side</p>	<p>\$2.79 \$0.15 x number of registered voters</p>
<p>Stand-Alone Election (only municipal races, question(s) are on the ballot) Each Extra Ballot Page Side Optional Early Voting</p>	<p>\$2.79 \$0.15 x number of registered voters Number of days of early voting x (\$2.49 x number of registered voters)</p>
<p>Estimate of Municipality's Total Number of Registered Voters as of (3/25/2025):</p>	<p>Estimated Cost for 2026 March Election : _____</p> <p>Estimated cost with extra ballot pages: _____ with 1 extra page _____ with 2 extra pages</p> <p>Estimated Cost for 2026 November General Election : _____</p> <p>Estimated cost with ballot question(s) plus extra ballot pages: _____ at 2.79 per registered voter _____ with 1 extra page _____ with 2 extra pages</p>

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2026-014 AUTHORIZING AN AMENDMENT TO THE SINGLE SOURCE AWARD CONTRACT# 2025-079 TO ALL COUNTY STAFFING, INC. FOR NURSING SERVICES ON AN AS-NEEDED BASIS FOR THE CITY OF LAUDERDALE LAKES ALZHEIMER’S CARE CENTER, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$140,000.00) FOR THE REMAINING TERM OF THE CONTRACT, WHICH EXPIRES ON SEPTEMBER 30, 2026

Summary

This resolution authorizes an amendment to the Single Source Award Contract #2025-079 to All County Staffing Inc. for Nursing Services to the City on an as-needed basis in an amount not to exceed \$140,000 for the remaining term of the contract which expires on September 30, 2026.

Staff Recommendation

Background:

On June 24, 2025, the City Commission approved Resolution 2025-079, awarding a contract to All County Staffing to provide nursing services to clients enrolled in the City’s Alzheimer’s Care Center on an as-needed basis. The contract was approved in an amount not to exceed Sixty Thousand Dollars (\$60,000.00) per fiscal year and is scheduled to expire on September 30, 2026. The contract provides nursing services, including **Registered Nurses (RN), Licensed Practical Nurses (LPN), and Certified Nursing Assistants (CNA)**, to support clients enrolled in the City’s Alzheimer’s Care Center and In-Home Respite Care programs.

Since the execution of the contract, there has been a continued increase in the number of clients receiving In-Home Respite Care services, resulting in the originally approved contract amount proving insufficient. Additionally, to remain compliant with the funding agency’s guidelines and service delivery requirements, the City is obligated to ensure the availability of these services. While staff has made a concerted effort to limit the use of agency personnel within the facility, the increased costs are primarily attributable to the growth in demand for In-Home Respite Care services.

Furthermore, many of the seniors being served are experiencing increased frailty, leading to a higher number of homebound residents who require in-home support services. As a result of these factors, along with outstanding invoices owed to the vendor, City staff is requesting an increase to the contract amount to One Hundred Forty Thousand Dollars (\$140,000.00) for the remainder of the contract term.

Since the inception of the contract, All County Staffing has remained highly responsive and has consistently met the City’s needs while providing quality care to some of the City’s most vulnerable residents. Notably, there have been zero complaints regarding caregiver services, despite the significant increase in the number of clients served.

TEMPORARY SERVICES AGREEMENT

11/1/22-10/31/23	\$ 9,722.50
11/1/23-10/31/24	\$ 24,757.21
11/1/24-6/23/25	\$ 23,842.00

CONTRACT # 2025-079

6/24/25-9/30/25	\$ 60,098.00
10/1/25-1/30/26	\$ 48,703.50

Funding Source/Budget Impact This item includes a request to increase the existing contract with All County

Staffing by Eighty Thousand Dollars (\$80,000.00), resulting in a revised contract amount not to exceed One Hundred Forty Thousand Dollars (\$140,000.00) through the remainder of the contract term ending September 30, 2026.

Funding Source:

Funding for this increase will be supported through 1121200-3410 – Other contractual services Approval of this item will ensure continuity of care, vendor payment for outstanding invoices, and ongoing compliance with grant and program requirements. There is no anticipated negative fiscal impact beyond the requested increase.

Fiscal Impact:

Funding for this increase will be supported through 1121200-3410 – Other contractual services Approval of this item will ensure continuity of care, vendor payment for outstanding invoices, and ongoing compliance with grant and program requirements. There is no anticipated negative fiscal impact beyond the requested increase.

\$140,000.00

Sponsor Name/Department: Aazam Piprawala; Procurement Manager, Ericka Lockett; Director Parks and Human Services

Meeting Date: 2/24/2026

ATTACHMENTS:

	Description	Type
☐	Resolution 2026-014 Authorizing Amendment No. 1 to Single Source Contract to All County Staffing Inc.	Resolution
☐	Exhibit A-Amendment 1	Exhibit
☐	Exhibit B-All County Staffing Contract	Exhibit

1 RESOLUTION 2026-014

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; AUTHORIZING AND APPROVING AN AMENDMENT TO SINGLE
5 SOURCE AWARD CONTRACT NO. 2025-079 WITH ALL COUNTY STAFFING,
6 INC., PROVIDING FOR NURSING SERVICES ON AN AS-NEEDED BASIS FOR
7 THE CITY'S ALZHEIMER'S CARE CENTER AND FURTHER INCREASING THE
8 CONTRACT AMOUNT TO AN AMOUNT NOT TO EXCEED ONE HUNDRED
9 FORTY THOUSAND DOLLARS AND NO/100 (\$140,000.00) FOR THE
10 REMAINDER OF THE CONTRACT TERM, WHICH EXPIRES SEPTEMBER 30,
11 2026; A DRAFT COPY OF AMENDMENT NO.1 IS ATTACHED HERETO AS
12 **EXHIBIT A**; A COPY OF CONTRACT NO. 2025-079 WITH ALL COUNTY
13 STAFFING, INC., IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH
14 ARE AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK;
15 PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
16 INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE
17 DATE.
18

19 WHEREAS, on June 24, 2025, the City Commission of the City of Lauderdale Lakes ("City")
20 approved Resolution No. 2025-079, awarding a single source contract to All County Staffing, Inc.
21 ("Vendor") to provide nursing services on an as-needed basis for clients enrolled in the City's
22 Alzheimer's Care Center and In-Home Respite Care programs;

23 WHEREAS, Contract No. 2025-079 was approved in an amount not to exceed Sixty
24 Thousand Dollars and No/100 (\$60,000.00) per fiscal year and is scheduled to expire on
25 September 30, 2026;

26 WHEREAS, the contract provides qualified nursing personnel, including Registered Nurses
27 (RN), Licensed Practical Nurses (LPN), and Certified Nursing Assistants (CNA), to support the care
28 of seniors and residents enrolled in the City's Alzheimer's Care Center and In-Home Respite Care
29 programs;

1 WHEREAS, since execution of the contract, the City has experienced a continued increase
2 in the number of clients receiving In-Home Respite Care services, resulting in the originally
3 approved contract amount proving insufficient;

4 WHEREAS, many of the seniors being served are experiencing increased frailty and a
5 higher incidence of homebound status, requiring expanded in-home nursing and support
6 services;

7 WHEREAS, in order to remain compliant with funding agency guidelines and service
8 delivery requirements, the city must ensure the continued availability of nursing services;

9 WHEREAS, despite staff's concerted efforts to limit the use of agency personnel within
10 the facility, increased costs are primarily attributable to the growth in demand for In-Home
11 Respite Care services and outstanding invoices owed to the Vendor;

12 WHEREAS, since the inception of services, the Vendor has remained highly responsive,
13 has consistently met the City's needs, and has provided quality care to some of the City's most
14 vulnerable residents, with zero complaints regarding caregiver services despite a significant
15 increase in the number of clients served;

16 WHEREAS, City staff recommends increasing the contract amount by Eighty Thousand
17 Dollars and No/100 (\$80,000.00), resulting in a revised total contract amount not to exceed One
18 Hundred Forty Thousand Dollars and No/100 (\$140,000.00) for the remainder of the contract
19 term ending September 30, 2026;

20 WHEREAS, funding for this increase is available in Account No. 1121200-3410 – Other
21 Contractual Services, and approval of this item will ensure continuity of care, vendor payment

1 for outstanding invoices, and ongoing compliance with applicable grant and program
2 requirements, with no anticipated negative fiscal impact beyond the requested increase; and

3 WHEREAS, approval of this Resolution supports the City's goal of providing high-quality,
4 responsive, and compliant care services to seniors and residents living with Alzheimer's disease.

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

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

9 SECTION 2. AUTHORITY: The City Commission hereby authorizes, the amendment to
10 Single Source Award Contract No. 2025-079 with All County Staffing, Inc., increasing the contract
11 amount by Eighty Thousand Dollars and No/100 (\$80,000.00), for a revised total contract amount
12 not to exceed One Hundred Forty Thousand Dollars and No/100 (\$140,000.00) through
13 September 30, 2026, in substantially the form as attached hereto as **Exhibit A**, and incorporated
14 herein by reference.

15 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The City Clerk and other
16 appropriate City Officials are hereby authorized to take any and all actions necessary to
17 effectuate the intent of this Resolution.

18

19 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

20

21

22

1 SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its
2 final passage.

3 ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
4 MEETING HELD FEBRUARY 24, 2026.

5
6
7
8
9

VERONICA EDWARDS PHILLIPS, MAYOR

10
11 ATTEST:

12
13
14 _____, CMC, Deputy City Clerk, for
15 VENICE HOWARD, MPA, MMC, FCRM
16 CITY CLERK

17
18
19 Approved as to form and legality
20 for the use of and reliance by the
21 City of Lauderdale Lakes only:

22
23
24 _____
25 SIDNEY C. CALLOWAY, CITY ATTORNEY

26
27
28 Sponsored by: Aazam Piprawala; Procurement Manager, Ericka Lockett; Director Parks and Human
29 Services

30
31 **VOTE:**

32
33 Mayor Veronica Edwards Phillips _____ (For) _____ (Against) _____ (Other)
34 Vice-Mayor Sharon Thomas _____ (For) _____ (Against) _____ (Other)
35 Commissioner Tycie Causwell _____ (For) _____ (Against) _____ (Other)
36 Commissioner Easton Harrison _____ (For) _____ (Against) _____ (Other)
37 Commissioner Karlene Maxwell-Williams _____ (For) _____ (Against) _____ (Other)



AMENDMENT NO. 1

CONTRACT # 2025-079

AS NEEDED NURSING SERVICES

THIS AMENDMENT, made and entered into the ___ day of _____, 202___, by and between the CITY OF LAUDERDALE LAKES, a municipal corporation, (hereinafter referred to as "CITY"), and ALL COUNTY STAFFING, INC a corporation authorized to do business in the State of Florida, (hereinafter referred to as "CONTRACTOR"), whose Federal I.D. number is 26-0803603.

WITNESSETH:

WHEREAS, on June 24, 2025 the CITY OF LAUDERDALE LAKES entered into an agreement as per Resolution 2025-079 with the CONTRACTOR, ALL COUNTY STAFFING INC for as needed nursing services City of Lauderdale Lakes' Parks & Human Services/Alzheimer's Care Center, and

WHEREAS, this program is to provide Licensed Registered Nurses (RN), Licensed Practical Nurses (LPN), Certified Nursing Assistants (CNA) and In-Home Respite Care (IHRC) services on an as-needed basis,

WHEREAS, the funding approved by Resolution 2025-079 for this program is an amount not to exceed Sixty Thousand Dollars \$60,000.00 per Fiscal Year

WHEREAS, the city has experienced a significant increase in the number of clients to be serviced by this program and requires additional funding approval to meet current outstanding and future Invoices from this vendor;

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:

Resolution 2026-___ of the City Commission of Lauderdale Lakes, authorizing an amendment to that certain contract awarded to ALL COUNTY STAFFING INC, to increase the funding for this contract in an amount not to exceed _____ \$xxx,xxx.xx for the remaining term of the contract which expires on September 30, 2026.

Any amendments executed by the CITY and the CONTRACTOR shall become part of the official Contract Agreement.

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 _____, 2026.

ALL COUNTY STAFFING, INC

Corporate Seal

Witness

Authorized Name, Title

As to the CITY on the _____ day of _____, 2026.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney



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

CONTRACT NO. 2025-079
AS NEEDED NURSING SERVICES

This Contract is made as of the 24th day of June, 2025, between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and **All County Staffing, Inc.**, a Corporation, authorized to do business in the State of Florida, ("CONTRACTOR"), ("Parties"), whose Federal I.D. number is 26-0803603.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms using an informal process for As Needed Nursing Services, where All County Staffing, Inc. was awarded an Informal Agreement for three (3) years which was renewable annually and

WHEREAS, due to the demand for in-home respite services, the City's informal agreement with All County Staffing, Inc. reached its maximum agreement value of \$24,999.99

WHEREAS, at its meeting of 24th day of June 2025, by Resolution # 2025-079, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract #2025-079 and

WHEREAS, the CONTRACTOR is willing and able to provide various nursing staff on an as needed basis for the compensation and on the terms hereinafter set forth; and

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide various nursing staff on an as needed basis specifically set in the Scope of Work detailed in Exhibit "A" attached hereto and made part hereof. The CITY's Representative/Liaison during the performance of this Contract shall be Ericka Lockett, telephone (954) 535-2808 or erickal@lauderdalelakes.org

ARTICLE 2 - TERM

The CONSULTANT shall be available to commence services on this Contract upon execution of said Contract by both parties, and to continue the same until the end of fiscal 2026 (September 30, 2026) or notice of Contract termination is issued by the CITY to the CONSULTANT per Article 5 of this Contract.

Extension of Contract:

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 CONSULTANT in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONSULTANT are in mutual agreement of such extensions.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Exhibit "B",. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.

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

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

Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications 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.

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be

paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars (\$100). After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

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

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

ARTICLE 6 - PERSONNEL

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

ARTICLE 8 – INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- F. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- G. It shall be the responsibility of the CONTRACTOR to insure that all subContractors comply with the same insurance requirements referenced above.
- H. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
- I. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.
- J. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at it's sole option, may terminate the Contract upon written notice to the

CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

- K. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 9 - INDEMNIFICATION

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

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

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

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

ARTICLE 10 - SUCCESSORS AND ASSIGNS

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

ARTICLE 11 - REMEDIES

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

ARTICLE 12 - CONFLICT OF INTEREST

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

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

ARTICLE 13 - EXCUSABLE DELAYS

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

ARTICLE 14 - PLEDGE OF CREDIT, ARREARS

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

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

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - ACCESS AND AUDITS

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

ARTICLE 19 - NONDISCRIMINATION

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

ARTICLE 20 - ENFORCEMENT COSTS

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

ARTICLE 21 - AUTHORITY TO PRACTICE

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

ARTICLE 22 - SEVERABILITY

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

ARTICLE 23 - ENTIRETY OF CONTRACTUAL CONTRACT

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

ARTICLE 24 - MODIFICATIONS OF WORK

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

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

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

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

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

ARTICLE 25 - NOTICE

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

FOR CITY

Attn: City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700 Ext. 2740

FOR CITY

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

FOR CONTRACTOR

Attn: Contracts Manager
All County Staffing, Inc.
4850 North State Road 7, Suite 101
Lauderdale Lakes, FL 33319
info@allcountystaffing.com

ARTICLE 26 - CAPTIONS AND PARAGRAPH HEADINGS

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

ARTICLE 27 - JOINT PREPARATION

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

ARTICLE 28 - WAIVER

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

ARTICLE 29 - COUNTERPARTS

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

ARTICLE 30 - EXHIBITS ARE INCLUSIONARY

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

ARTICLE 31 - CONTRACT DOCUMENTS

The Contract documents are as follows:

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 03 day of July, 2025

NAME OF FIRM All County Staffing, Inc.
4850 N. State Road 7
Suite G 102
Corporate Seal Lauderdale Lakes, FL 33319

[Signature] Cynthia Baker / President
Witness Name, Title (Typed)

As to the CITY on the 7th day of July, 2025

SEAL OF THE CITY OF LAUDERDALE LAKES

[Signature] [Signature]
Pav Benasrie-Watson, City Clerk Veronica Edwards Phillips, Mayor



APPROVED AS TO FORM
[Signature]
City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

Exhibit A:
Exhibit B:

Exhibit "A"

SCOPE OF WORK

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

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

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

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

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

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

History.—s. 12, ch. 2010-114.

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

Exhibit "B"

Price Estimate

Nurse Type	ALL COUNTY STAFFING	
RN General Staff	\$	40.00
LPN General Staff	\$	34.00
CAN	\$	23.00
IHRC	\$	20.00

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2026-015 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-358(F) OF THE LAUDERDALE LAKES PROCUREMENT CODE, APPROVING COOPERATIVE UTILIZATION OF COMPETITIVELY AWARDED CONTRACT TO CALVIN, GIORDANO & ASSOCIATES, INC. ("CGA") BY THE CITY OF PARKLAND, FLORIDA, ("AWARDING AGENCY") FOR FINAL ONE-YEAR RENEWAL TERM FOR THE PERIOD FEBRUARY 28, 2026 THROUGH FEBRUARY 28, 2027 ("PARKLAND CONTRACT"); PROVIDING FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED SIX HUNDRED SIXTY-THREE THOUSAND DOLLARS AND NO/100 (\$663,000.00) PROVIDING FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES

Summary

This resolution approves the Calvin Giordano and Associates contract for Building Plan Review and Inspection Services through the City of Parkland, Florida, in an amount not to exceed \$663,000.00 for the period February 28, 2026 through the period ending February 28, 2027 which will be the final one year extension allowed by the contract.

Staff Recommendation

Background:

On March 8, 2022, the City Commission of the City of Lauderdale Lakes adopted Resolution No. 2022-018 approving the use of a contract awarded to Calvin, Giordano & Associates, Inc. ("CGA") for Building Plan Review and Inspection services by the City of Parkland, Florida after a formal competitive process.

On July 23, 2024, the City Commission of the City of Lauderdale Lakes adopted Resolution No. 2024-061, authorizing and approving a 5% increase in the contract rates as negotiated and approved by the City of Parkland, Florida by notice to the vendor dated December 19, 2023, which also coincided with the first 1-year contract renewal term that followed the original 3-year term.

The City of Parkland, Florida, by notice to the vendor dated December 17, 2024 negotiated and approved revised fees with a 3% increase based on an average of the Consumer Price Index for all Urban Consumers in our region as published by the Bureau of Labor Statistics, U.S. Department of Labor for the period February 28, 2025 through February 28, 2026 which also coincided with the second 1-year contract renewal term.

The City of Parkland, Florida, has negotiated the vendor's request for revised fees with a 3% increase based on an average of the Consumer Price Index for all Urban Consumers in our region as published by the Bureau of Labor Statistics, U.S. Department of Labor for the period February 28, 2026 through February 28, 2027 which also coincided with the third 1-year contract renewal term. The term was approved, however the increase was not, therefore all rates and positions remain the same for this period.

The Scope of Services as defined in the RFP#2021-16, is a description of the Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by consultant impractical, illogical, or unconscionable. This remains a non-exclusive contract.

The user department recommends retaining the services from the above-mentioned contract as the demand

from the public continues to increase and the Consultant continues to be a valuable asset to the services offered by the City. The city has been experiencing a challenging time in hiring suitable candidates to fulfill the roles and responsibilities of these positions.

The City is currently in the process of issuing its own solicitation during this period, for services that go beyond the scope of services of the referenced, City of Parkland's contract with Calvin, Giordano & Associates, Inc., to meet the complete needs of the city at times when staff turnover will negatively impact the operations of the department.

City staff is requesting to continue utilizing the City of Parkland's Contract pursuant to RFP#2021-16 for Building Plan Examination and Inspection Services with approval from the Mayor and the City Commission to also adopt the increase approved by the parent agency, in accordance with the City's Procurement Code, Section 82-358(F), which allows cooperative purchasing

Funding Source:

FY 2026 The total estimate is \$663,000.00 This item was budgeted. The funding source is Building Services- Operating budget- Professional Services- Account 902-3110. Future year requests are subject to the availability of funding and approval by the City Commission.

Fiscal Impact:

\$663,000.00

for the period February 28, 2026 through February 28, 2027

Sponsor Name/Department: Aazam Piprawala; Procurement Manager, Tanja McCoy; Director, Development Services

Meeting Date: 2/24/2026

ATTACHMENTS:

	Description	Type
□	Resolution 2026-015 Authorizing Calvin Giordano Associates Contract Renewal Year 3	Resolution
□	Exhibit A - Parkland contract	Exhibit
□	Exhibit B - CGA Contract renewal	Exhibit

1 RESOLUTION 2026-015

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; IN ACCORDANCE WITH SECTION 82-358(F) OF THE LAUDERDALE
5 LAKES PROCUREMENT CODE, APPROVING COOPERATIVE UTILIZATION OF
6 COMPETITIVELY AWARDED CONTRACT TO CALVIN, GIORDANO &
7 ASSOCIATES, INC. ("CGA") BY THE CITY OF PARKLAND, FLORIDA,
8 ("AWARDING AGENCY") FOR FINAL ONE-YEAR RENEWAL TERM FOR THE
9 PERIOD FEBRUARY 28, 2026 THROUGH FEBRUARY 28, 2027 ("PARKLAND
10 CONTRACT"); PROVIDING FOR A TOTAL CONTRACT AMOUNT NOT TO
11 EXCEED SIX HUNDRED SIXTY-THREE THOUSAND DOLLARS AND NO/100
12 (\$663,000.00) PROVIDING FOR BUILDING PLAN REVIEW AND INSPECTION
13 SERVICES; A DRAFT COPY OF SAID PARKLAND CONTRACT IS ATTACHED
14 HERETO AS **EXHIBIT A**; A COPY OF CGA'S PROPOSED CONTRACT RENEWAL
15 REQUEST TO THE AWARDING AGENCY IS ATTACHED HERETO AS **EXHIBIT**
16 **B**; COPIES OF EACH ARE AVAILABLE FOR INSPECTION IN THE OFFICE OF THE
17 CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
18 INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
19

20 WHEREAS, The City of Parkland ("Awarding Agency") issued RFP#2021-16 for Building
21 Plan Review and Inspection Services and awarded a contract to Calvin, Giordano & Associates,
22 Inc. ("CGA") following a formal competitive selection process ("Parkland Contract");

23 WHEREAS, on March 8, 2022, the City Commission of the City of Lauderdale Lakes ("City")
24 adopted Resolution No. 2022-018 approving the utilization of the Parkland Contract for Building
25 Plan Review and Inspection Services;

26 WHEREAS, on July 23, 2024, the City Commission adopted Resolution No. 2024-061
27 authorizing and approving a five percent (5%) rate increase as negotiated and approved by the
28 Awarding Agency coinciding with the first one-year renewal term;

29 WHEREAS, the Awarding Agency subsequently negotiated and approved a three percent
30 (3%) increase based on the average Consumer Price Index for All Urban Consumers (CPI-U) for

1 the region, as published by the United States Department of Labor, Bureau of Labor Statistics, for
2 the second renewal term from February 28, 2025 through February 28, 2026;

3 WHEREAS, Section 82-358(f) of the Lauderdale Lakes Procurement Code provides that:

4 The purchase of goods or services under a contract awarded by the United States
5 Government or another governmental or not-for-profit entity by a formal
6 competitive process is authorized provided the director of financial services or
7 designee makes a determination that time, expense and marketplace factors
8 make it financially advantageous for the city to do so.

9
10 WHEREAS, Parkland Contract was procured through a formal competitive process, and
11 the City Commission finds that the Director of Financial Services, or designee has made its
12 determination that time, expense and marketplace factors make it financially advantageous for
13 the City to procure the CGA building plans review and inspection services by and through the
14 Parkland Contract, is advantageous to the City; and

15 WHEREAS, funding in the amount not to exceed Six Hundred Sixty-Three Thousand Dollars
16 and No/100 \$663,000.00 is budgeted in the FY 2026 Building Services Operating Budget,
17 Professional Services Account No. 902-3110, and future year expenditures remain subject to
18 appropriation and approval by the City Commission.

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

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

23 SECTION 2. AUTHORITY: The City Commission hereby approves the utilization of the
24 competitively procured contract awarded to Calvin, Giordano & Associates, Inc., by the City of
25 Parkland, Florida pursuant to RFP#2021-16 for Building Plan Review and Inspection Services for

1 the period February 28, 2026, through February 28, 2027, representing the third and final one-
2 year renewal term for a total expenditure not exceed Six Hundred Sixty-Three Thousand Dollars
3 and No/100 (\$663,000.00), subject to budgetary appropriation.

4 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The City Clerk and other
5 appropriate City Officials are hereby authorized to take any and all actions necessary to
6 effectuate the intent of this Resolution.

7 SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its
8 final passage.

9 ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
10 MEETING HELD FEBRUARY 24, 2026.

11 _____
12 VERONICA EDWARDS PHILLIPS, MAYOR
13

14 ATTEST:

15 _____, CMC, Deputy City Clerk, for
16 VENICE HOWARD, MPA, MMC, CITY CLERK
17

18
19 Approved as to form and legality
20 for the use of and reliance by the
21 City of Lauderdale Lakes only:
22

23 _____
SIDNEY C. CALLOWAY, CITY ATTORNEY

24 Sponsored by: Aazam Piprawala, Procurement Manager; Tanja McCoy; Director, Development
25 Services
26

27 **VOTE:**

28
29 Mayor Veronica Edwards Phillips _____ (For) _____ (Against) _____ (Other)
30 Vice-Mayor Sharon Thomas _____ (For) _____ (Against) _____ (Other)
31 Commissioner Tycie Causwell _____ (For) _____ (Against) _____ (Other)
32 Commissioner Easton Harrison _____ (For) _____ (Against) _____ (Other)
33 Commissioner Karlene Maxwell-Williams _____ (For) _____ (Against) _____ (Other)

BUILDING PLAN REVIEW AND INSPECTION SERVICES CONTRACT

THIS CONTRACT, dated the 1/4/2022, is by and between:

THE CITY OF PARKLAND, hereinafter referred to as "CITY"

and

Calvin, Giordano & Associates, Inc. hereinafter referred to as "CONSULTANT". CITY and CONSULTANT may hereinafter collectively be referred to as the "Parties".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

WHEREAS, pursuant to RFP No. 2021-16 (the "RFP") the CITY accepted competitive proposals for Building Plan Examination and Inspection Services (the "Services"); and

WHEREAS, on December 15, 2021, the City Commission approved Resolution 2021-084, awarding a contract to CONSULTANT for the Services as the Secondary Vendor; and

WHEREAS, the CONSULTANT will provide a full range of building plan examination and inspection services as delineated in the RFP; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above reference Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, attached hereto as Exhibit A, together with Consultant's Proposal to the RFP, attached hereto as Exhibit B, shall constitute the entire Contract. The parties agree that the Scope of Services as defined in the RFP is a description of CONSULTANT'S obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by CONSULTANT impractical, illogical, or unconscionable. The City Manager shall appoint a Contract Administrator to act on behalf of the CITY with respect to this Contract.

- 1.3 Except as specifically modified herein, CONSULTANT shall be bound by the terms and conditions and price as set forth in the RFP and the CONSULTANT'S Proposal in response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. **Where terms and conditions of this Contract contradict anything as set forth in the RFP or the Proposal, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.**
- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract,

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 This Agreement shall commence on March 1, 2022 and shall remain in effect for two (2) years until February 29, 2024, unless terminated earlier as provided in this Contract. The CITY reserves the right to extend the Contract for three (3) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONSULTANT shall be compensated for services at the rate in effect when this extension clause is invoked by the CITY.
- 2.2 In the event services are scheduled to end because of the expiration of the Contract, the CONSULTANT shall continue the Services upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Contract. The CONSULTANT shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 Services will be requested by the Contract Administrator by means of Purchase Order on an as-needed basis. As such, no compensation will accrue to the CONSULTANT unless

and until service is requested. The Purchase Order will set the services to be performed and the amount of compensation for the requested Services as per the hourly rates set forth in **Exhibit B** (Proposal).

- 3.2 CITY agrees to pay CONSULTANT the hourly rates as set forth on **Exhibit B** (Proposal) for work actually performed and completed pursuant to a Purchase Order issued by the Contract Administrator, which amount shall be accepted by CONSULTANT as full compensation for all such work. This amount, however, does not constitute a limitation of any sort, upon CONSULTANT'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONSULTANT to reimburse its expenses.
- 3.3 CONSULTANT may submit invoices for compensation after completion of the work set out in the Purchase Order but no more often than on a monthly basis. Invoices shall designate the nature of the services performed.
- 3.4 To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONSULTANT to comply with any term, condition, or requirement of this Contract including time requirements (unless said requirements excused by City for good cause shown by CONSULTANT). CITY shall pay CONSULTANT in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.
- 3.5 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 4

INDEMNIFICATION

CONSULTANT shall at all times hereafter indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of, CONSULTANT, its employees, agents, servants, or officers, including, without limitation, and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CITY by reason of any such claim, cause of action or

demand, CONSULTANT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY'S option, pay for an attorney selected by the City Attorney to defend CITY.

The provision and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONSULTANT under this Contract may be retained by CITY until all of CITY'S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing in this Contract shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

ARTICLE 5

INSURANCE

CONSULTANT shall provide, pay for, and maintain in force at all times during the term of this Contract the insurance coverage required in the RFP. Evidence of said insurance shall be provided within five (5) days of execution of this Contract by the City or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

- 6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in the written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminated for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 6.2 The CITY may terminate this Contract for cause for reasons including, but not limited to, CONSULTANT'S repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. CITY will provide CONSULTANT written notice of the failure and CONSULTANT shall have 30 days to cure performance before the Contract is automatically terminated for cause.

- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 6.4 In the event this Contract is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Contract for convenience.
- 6.5 In the event this Contract is terminated for any reason, any amounts due CONSULTANT shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.
- 6.6 Should at any time during the term of this Contract, the CITY determine that CONSULTANT is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONSULTANT until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.
- 6.6.1 In the event the CONSULTANT is terminated, the CITY may assign the Contract to another consultant, or seek a new consultant, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal rights and remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

- 7.1 CONSULTANT shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONSULTANT shall include the foregoing or similar language in its contracts with any subcontractor or subconsultants, except that any project assisted by the U.S Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 7.2 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (the "ADA") in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become to property of CITY and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subconsultants that are related to the Work or Services provided under this Agreement. CONSULTANT and its subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Services. All books, records, and accounts of CONSULTANT and its subconsultants shall be kept in written form, or in a form capable of conversion into writing form within a reasonable time, and upon request to do so, CONSULTANT or its subconsultants, as applicable, shall make same available at no cost to CITY in written form.

8.3 PUBLIC RECORDS

The CONSULTANT shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:

1. Keep and maintain public records required by the City to perform the services.
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 this chapter 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 the Contract if the CONSULTANT does not transfer the records to the City.
 4. Upon completion or earlier termination of this 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 the 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 the 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.
 5. **REQUEST FOR RECORDS; NONCOMPLIANCE.—**
 - (a) A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (b) If a CONSULTANT does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with this Contract.
 - (c) A CONSULTANT who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

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 (954) 757 4132, cityclerk@cityofparkland.org, OR BY MAIL CITY OF PARKLAND – CITY CLERK'S OFFICE 6600 UNIVERSITY DRIVE, PARKLAND, FL 33067.

8.4 BACKGROUND CHECKS:

The City reserves the right to require background checks of any personnel assigned by CONSULTANT to perform services under this CONTRACT.

8.5 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONSULTANT or disputes between CITY staff and the CONSULTANT are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONSULTANT and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONSULTANT to follow any such determination could be considered a material breach and subject the CONSULTANT to termination for cause. The CONSULTANT agrees that any complaints received by the CITY concerning misconduct on the part of the CONSULTANT, such as excessive charges, poor business practices, etc., will be referred to the Office of the CITY Manager for appropriate action. The CONSULTANT agrees to make any complains concerning the CITY available to the Office of the CITY Manager for action as required.

8.6 PUBLIC ENTITY CRIME ACT

CONSULTANT represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONSULTANT, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONSULTANT, supplier, subconsultant, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

8.7 INDEPENDENT CONSULTANT

CONSULTANT is an independent CONSULTANT under this Contract. Services provided by CONSULTANT pursuant to this Contract shall be by employees or sub-consultants of CONSULTANT and subject to the supervision of CONSULTANT and not as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security, health

insurance, employee benefits, travel, per diem policy, and purchasing policies under the Contract shall be the sole responsibility of CONSULTANT. In providing such Services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONSULTANT or CONSULTANT'S agents any authority of any kind to bind CITY in any respect whatsoever.

In providing the services, CONSULTANT shall determine the employees and subconsultants necessary to provide the services and shall be responsible for their supervision. CONSULTANT shall be not be entitled to any CITY employment benefits of any kind whatsoever.

8.8 SCRUTINIZED COMPANIES

1. CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8.9 E-VERIFY

CONSULTANT shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONSULTANT, CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.

8.10 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.11 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City Manager
Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONSULTANT:

Chris Giordano, MSC, CCM, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

8.12 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONSULTANT of this Contract or any right or interest herein without CITY'S written consent. CONSULTANT represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONSULTANT shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.13 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT'S loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONSULTANT further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONSULTANT is not a party, unless compelled by a court. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONSULTANT or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action of in any administrative or legal proceeding.

In the event CONSULTANT is permitted pursuant to this Contract to utilize subconsultants to perform any services required by this Contract, CONSULTANT agrees to require such subconsultants, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

8.14 MATERIALITY AND WAIVER OF BREACH

CITY and CONSULTANT agree that each requirement, duty and obligation set forth herein and bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such a provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.15 COMPLIANCE WITH LAWS AND PUBLIC RECORDS OBLIGATIONS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Contract. The CONSULTANT shall be obligated to comply with Chapter 119 Public Records Law as set forth in the RFP, this Contract and as required by the law.

8.16 SEVERANCE

If any provision of this Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

8.17 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The

language agreed to expresses their mutual intent 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. The language in this Contract shall interpreted as to its fair meaning and not strictly for or against any party.

8.18 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.19 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same of similar formality as this Contract and executed by the CITY and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

8.20 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.21 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, attached as Exhibit "A," and Consultant's Proposal to the RFP, attached as Exhibit "B," are incorporated into and made a part of this Contract.

8.22 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signed this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.23 MULTIPLE ORIGINALS

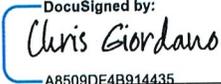
Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

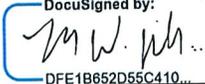
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IN WITNESS WHEREOF the parties have caused these presents to be executed.

CONSULTANT

CITY OF PARKLAND

By: 
AR509DE4B914435
Title: President

By: 
DFE1B652D55C410...
MAYOR

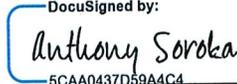
Printed Name: Chris Giordano

Printed Name: Richard walker

ATTEST:

APPROVED AS TO FORM:

By: 
916C16C8CBDC416...

By: 
5CAA0437D59A4C4

CITY CLERK

CITY ATTORNEY

Printed Name: Alyson Morales

Printed Name: Anthony Soroka

EXHIBIT "A"

RFP 2021-16 BUILDING PLAN REVIEW AND INSPECTION SERVICES

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EXHIBIT "B"

CONSULTANT'S PROPOSAL TO THE RFP

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RESOLUTION NO. 2021-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RANKING AND AUTHORIZING THE PURCHASING DIRECTOR TO NEGOTIATE A CONTRACT WITH THE TOP-RANKED PROPOSER, C.A.P. GOVERNMENT, INC. AS THE PRIMARY VENDOR, AND THE NEXT-RANKED PROPOSER, CALVIN, GIORDANO & ASSOCIATES, INC. AS THE SECONDARY VENDOR, FOR BUILDING PLAN EXAMINATION AND INSPECTION SERVICES; PROVIDING FOR EXECUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parkland (City) requires the services of an experienced and qualified firm to provide comprehensive building division workforce services on an as-needed basis; and

WHEREAS, on October 5, 2021, in accordance with the City's Procurement Code, City Staff advertised Request for Proposals (RFP) No. 2021-16 for Building Plan Examination and Inspection Services; and

WHEREAS, on November 4, 2021, the City opened the RFP and four (4) proposals were received from Calvin, Giordano & Associates, Inc., C.A.P. Government, Inc., ECS Florida, LLC and Joe Payne, Inc.; and

WHEREAS, on November 16, 2021, the Evaluation Committee reviewed and rated the four (4) proposals; and

WHEREAS, after further discussion and review of the criteria set forth in the RFP, the Evaluation Committee unanimously recommended approval of the top-ranked proposer, C.A.P. Government, Inc. as the primary vendor, and the next-ranked proposer, Calvin, Giordano & Associates, Inc. as the secondary vendor; and

WHEREAS, the Evaluation Committee is recommending the Purchasing Director to negotiate terms, condition and fees with C.A.P. Government, Inc. as the primary vendor, and Calvin, Giordano & Associates, Inc. as the secondary vendor, not to exceed the budgeted amount of \$120,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the Evaluation Committee's ranking and authorizes the Purchasing Director to negotiate terms, conditions and fees with the top-ranked

proposer, C.A.P. Government, Inc. as the primary vendor, and the next-ranked proposer, Calvin, Giordano & Associates, Inc. as the secondary vendor, not to exceed the budgeted amount of \$120,000.

Section 3. In the event the Purchasing Director is unable to negotiate a contract deemed to be acceptable with the top-ranked firm, the Purchasing Director shall report to the City Commission which shall either require that the Purchasing Director continue negotiations or authorize negotiations with the second-ranked firm until the process is complete or, until the Purchasing Director or the City Commission determines that it is no longer feasible to continue negotiating; at any time the City Commission has the full discretion to either abandon the process or begin the process again.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. That appropriate City officials are authorized to do all things necessary and expedient to carry of the aims of this Resolution.

Section 6. This Resolution shall become effective immediately upon adoption.

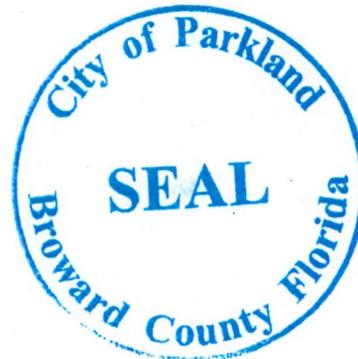
PASSED AND ADOPTED THIS 15th DAY OF DECEMBER, 2021.

CITY OF PARKLAND, FLORIDA

RICHARD W. WALKER
MAYOR

ATTEST:

ALYSON MORALES, MMC
CITY CLERK



Record of the vote

Mayor Walker	yes
Vice Mayor Cutler	yes
Commissioner Brier	yes
Commissioner Isrow	yes
Commissioner Mayersohn	yes



CITY OF PARKLAND

Purchasing Department
6600 University Drive
Parkland, Florida 33067
Office (954) 757-4177 • Fax: (954) 341-5161
www.cityofparkland.org

February 18, 2026

Email: mpineda@safebuilt.com

Maria Pineda
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

Subject: Contract Renewal RFP 2021-16 Building Plan Review & Inspection Services

Dear Ms. Pineda:

The above referenced contract extension is scheduled to expire on February 28, 2026. The purpose of this letter is to determine your desire to renew the contract with the City under the same pricing, terms and conditions contained in the existing contract.

Please indicate below by checking the appropriate box and signing in the space provided. Return it to the Purchasing Department. Please be sure any required insurance, certificates/licenses, or other requested forms are current and attached to your response.

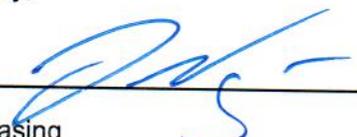
The signature must be from an authorized representative or officer authorized to bind your firm. Your response should be received by the Purchasing Department no later than seven (7) business days from the date of this letter. Failure to respond will be deemed as tacit evidence that your firm is not interested in renewing this contract. Please be aware that if a vendor enters into a contract with the City of Parkland and then requests cancellation, the vendor may be debarred from further business with the City of Parkland for a period generally not to exceed three (3) years. This action may be invoked if the contract is renewed, and your company subsequently fails to perform without sufficient and just cause.

Check One:

- Yes. We agree to renew the current contract under the Terms and Conditions as indicated above.
- No. We do not wish to enter into a contract renewal.

Upon receipt of this notice, and any required documentation, the City will review and return a fully signed copy of this letter which will serve as the official renewal documentation.

Sincerely,



 Purchasing
 City of Parkland

 Date 2/19/26



 Vendor Signature
 David Stambaugh, Vice President

 February 18, 2026

 Date

TO BE COMPLETED BY CITY: Contract renewed through 2/28/27.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2026-016 AWARDING A CONTRACT TO GLORIFIED PRINTING, INC. DBA MINUTEMAN PRESS AFTER COMPLETING A COMPETITIVE PROCUREMENT PROCESS ON THE CITY'S DEMANDSTAR PLATFORM FOR RFP25-3410-19R CITYWIDE PRINTING SERVICES IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00) PER FISCAL YEAR AT THE RATES PROVIDED

Summary

This resolution awards a contract to Glorified Printing, Inc. d/b/a Minuteman Press for RFP25-3410-19R Citywide Printing Services in an amount not to exceed \$50,000.00 per fiscal year at the rates provided on the "Schedule Of Cost" (Bid Attachment "C").

Staff Recommendation

Background:

The City of Lauderdale Lakes solicited proposals from qualified and experienced printing service providers to deliver comprehensive, high-quality, and cost-effective printing solutions for the City's internal operations, community engagement initiatives, and public-facing communications.

The City's multiple departments have been using a few repeated vendors for a variety of printing services over the years which in an ad hoc manner which may exceed the city manager's threshold.

The city issued a solicitation, RFP25-3410-19R Citywide Printing Services, to afford an opportunity to all interested stakeholders to participate in a competitive bidding process.

The Solicitation was;

1. Issued on the City's DemandStar Platform: Aug 22, 2025 4:30pm (EDT)
 1. Broadcasted- 101
 2. Planholders- 25
2. Advertised on the Sun Sentinel Newspapers on:
 1. August 24th, 2025 and
 2. August 27th, 2025
3. Due via City's DemandStar Platform on: Sep 19, 2025 10:00am (EDT)
4. Only One response was received and was presented to an evaluation committee on Friday, September 30th, 2025 at 11am (EST)

As part of the process, vendors were required to mail in material swatches (vinyl, cardstock, and cloroplast) for the following core-printing services:

1. Core Printing Services; Official City Stationery, Business Cards, Flyers and Posters, Banners and Event Signage, Brochures and Informational Pamphlets, Annual Reports and Strategic Plans, Custom Departmental Requests
2. Strategic Printing Capabilities; Support Rapid Turnaround Times, Deliver Across All Departments, Offer Multilingual Printing Services, Integrate Variable Data Printing (VDP)
3. Graphic Design and Pre-Press Support; Graphic Design Assistance
Branding Compliance, Proofing Process

4. Ordering and Communication Infrastructure; Online Ordering Platform or Portal, Dedicated Account Management, Live Customer Service
5. Meet Quality Assurance and Performance Expectations
6. Additional Value-Added Services; Warehousing and Inventory Management, Direct Mail Services, Event Kits

Glorified Printing, INC. DBA Minuteman Press, a company based in Pompano Beach Florida was the only vendor that submitted a proposal, which was deemed responsible and responsive and evaluated in a public meeting by an evaluation committee where the vendor scored as follows:

Rank	Vendor	Max Points	Points Awarded
1	MinuteMan Press	300	232.00

City staff is requesting award of this contract to Glorified Printing, Inc. d/b/a Minuteman Press for Citywide Printing Services, where the vendor will serve as the City’s primary vendor, specific to the Core Printing Services and rates provided in accordance with the City’s Procurement Code, Section 82-356(a)(3), of the Lauderdale lakes procurement code which allows Competitive sealed proposals (Request for Proposals).

The term of this agreement shall be for a three (3) year term, 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.

Funding Source:

There is an anticipated financial impact associated with this service in the amount of \$50,000.00 per fiscal year. Funds are included in the FY 2026 budget across various departments’ operating budgets.

Fiscal Impact:

\$50,000.00

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

Sponsor Name/Department: Aazam Piprawala; Procurement Manager, Aubyn Lewis; Communications and Public Relations Manager, City

Meeting Date: 2/24/2026

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution 2026-016 Awarding a contract to Glorified Printing dba Minuteman Press for Citywide Printing	Resolution
<input type="checkbox"/> Exhibit A-Draft Contract - Citywide Printing Services	Exhibit
<input type="checkbox"/> Exhibit B-Schedule of Cost	Exhibit
<input type="checkbox"/> Exhibit C-Evaluation Committee Response	Exhibit
<input type="checkbox"/> Exhibit D- Scope of Services	Exhibit
<input type="checkbox"/> Key personnel	Backup Material
<input type="checkbox"/> Bid Package Submittal	Backup Material

RESOLUTION 2026-016

A RESOLUTION OF 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 CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT (“CONTRACT”) TO GLORIFIED PRINTING, INC. D/B/A MINUTEMAN PRESS (“MINUTEMAN PRESS”) PURSUANT TO 25-3410-19R, PROVIDING FOR CITYWIDE PRINTING SERVICES, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00) PER FISCAL YEAR AT THE RATES SET FORTH IN THE “SCHEDULE OF COST”; A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE PROJECT’S SCHEDULE OF COSTS IS ATTACHED HERETO AS **EXHIBIT B**; A COPY OF THE EVALUATION DOCUMENTS IS ATTACHED HERETO AS **COMPOSITE EXHIBIT C**; A COPY OF THE SCOPE OF SERVICES IS ATTACHED HERETO AS **EXHIBIT D**; COPIES OF EACH ARE AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes (the “City”) solicited proposals from qualified and experienced printing service providers to deliver comprehensive, high-quality, and cost-effective printing solutions to support the City’s internal operations, community engagement initiatives, and public-facing communications;

WHEREAS, over the years, various City departments have utilized multiple vendors for printing services on an ad hoc basis, which may exceed the City Manager’s purchasing threshold;

WHEREAS, in accordance with Section 82-356(a)(3) of the City’s Procurement Code, Competitive Sealed Proposals were deemed the appropriate method of procurement for Citywide Printing Services;

WHEREAS, the City issued RFP No. 25-3410-19R, Citywide Printing Services (“RFP”), to afford all interested and qualified vendors an opportunity to participate in a competitive procurement process;

1 WHEREAS, the RFP was advertised on the City’s DemandStar platform on August 22, 2025,
2 at 4:30 p.m. and all bids were due on September 19, 2025, at 10:00 a.m.;

3 WHEREAS, the RFP was broadcast to 101 vendors with 25 planholders;

4 WHEREAS, legal advertisements were posted in the Sun Sentinel on August 24, 2025, and
5 August 27, 2025;

6 WHEREAS, one (1) response was received and publicly presented to an Evaluation
7 Committee on September 30, 2025, at 11:00 a.m.;

8 WHEREAS, as part of the evaluation process, vendors were required to submit material
9 swatches (vinyl, cardstock, and coroplast) and demonstrate qualifications in the following areas:

- 10 (i) Core Printing Services (including official City stationery, business cards, flyers, posters,
11 banners, brochures, annual reports, and custom departmental requests); (ii) Strategic Printing
12 Capabilities (including rapid turnaround times, multilingual services, and variable data printing);
13 (iii) Graphic Design and Pre-Press Support (iv) Ordering and Communication Infrastructure; (v)
14 Quality Assurance and Performance Expectations; and (vi) Additional Value-Added Services;

15 WHEREAS, Glorified Printing, Inc. d/b/a Minuteman Press, based in Pompano Beach,
16 Florida, was the sole respondent and was deemed responsible and responsive;

17 WHEREAS, the Evaluation Committee evaluated the proposal in a duly noticed public
18 meeting and assigned the following score:

Rank	Vendor	Max Points	Points Awarded
1	MinuteMan Press	300	232.00

19
20 WHEREAS, City staff recommends awarding the RFP contract to Glorified Printing, Inc.
21 d/b/a Minuteman Press, pursuant to the City’s Procurement Code, Section 82-356(a)(3), to serve

1 as the City’s primary vendor for Core Printing Services at the rates provided in the “Schedule of
2 Cost” attached hereto as **Exhibit B**;

3 WHEREAS, the term of the agreement shall be for an initial three (3) year period, with the
4 option to renew for two (2) additional one (1) year terms, for a total contract term not to exceed
5 five (5) years, subject to satisfactory performance and approval by the City;

6 WHEREAS, there is an anticipated financial impact in an amount not to exceed Fifty
7 Thousand Dollars and No/100 (\$50,000.00) per fiscal year, with funds included in the FY 2026
8 budget across various departmental operating budgets;

9 WHEREAS, funding for future fiscal years shall be subject to the availability of
10 appropriated funds and approval through the City Manager; and

11 WHEREAS, this award supports the City’s strategic goal of enhancing Culture & Recreation
12 through public engagement and improving the City’s public image.

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

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

17 SECTION 2. AUTHORITY: The City Commission hereby approve and authorize the
18 award of RFP No. 25-3410-19R, Citywide Printing Services, to Glorified Printing, Inc. d/b/a
19 Minuteman Press, in an amount not to exceed Fifty Thousand Dollars and No/100 (\$50,000.00)
20 per fiscal year, at the rates set forth in the “Schedule of Cost”, for an initial term of three (3)
21 years, with the option to renew for two (2) additional one (1) year terms, for a total term not to
22 exceed five (5) years, subject to satisfactory performance and approval by the City, in

1 SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its
2 final passage.

3 ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
4 MEETING HELD FEBRUARY 24, 2026.

5 _____
6 VERONICA EDWARDS PHILLIPS, MAYOR
7
8
9

10 ATTEST:

11 _____, CMC, Deputy City Clerk, for
12 VENICE HOWARD, MPA, MMC, CITY CLERK
13
14

15 Approved as to form and legality
16 for the use of and reliance by the
17 City of Lauderdale Lakes only:
18

19 _____
20 SIDNEY C. CALLOWAY, CITY ATTORNEY

21 Sponsored by: Aazam Piprawala, Procurement Manager; Aubyn Lewis; Communications and Public
22 Relations Manager, City Manager's Office
23
24
25

26 **VOTE:**

27					
28	Mayor Veronica Edwards Phillips	_____	(For)	_____ (Against)	_____ (Other)
29	Vice-Mayor Sharon Thomas	_____	(For)	_____ (Against)	_____ (Other)
30	Commissioner Tycie Causwell	_____	(For)	_____ (Against)	_____ (Other)
31	Commissioner Easton Harrison	_____	(For)	_____ (Against)	_____ (Other)
32	Commissioner Karlene Maxwell-Williams	_____	(For)	_____ (Against)	_____ (Other)



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

CONTRACT NO. 25-3410-19R
Citywide Printing Services

This Contract is made as of the ___ day of _____, 2026, between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and GLORIFIED PRINTING, INC DBA MINUTEMAN PRESS, a corporation, authorized to do business in the State of Florida, ("CONTRACTOR"), ("Parties"), whose Federal I.D. number is 27-2749016.

WHEREAS, in accordance with Section 82-356(a)(3) of the Lauderdale Lakes Procurement Code, the CITY solicited competitive sealed proposals ("request for proposals, or "RFP") from qualified firms to provide the Services (hereinafter defined), and

WHEREAS, CONTRACTOR submitted a proposal to the RFP and received the highest ranking by the evaluation committee during the RFP evaluation process; and

WHEREAS, at its meeting of _____, 2026, by Resolution # 2026-xxx, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract # 25-3410-19R; and

WHEREAS, the CONTRACTOR is willing and able to perform the work of providing the Services for the compensation and on the terms hereinafter set forth; and

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

ARTICLE 1- DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended from time to time.

1.2. **City Commission** means the City Commission of the City of Lauderdale Lakes, Florida.

1.3. **Notice to Proceed** means a written authorization issued by the City Manager or designee ("City Representative") to proceed with a project, phase, or task.

1.4. **Purchase Order** means a document that is approved and executed by City that sets forth Optional Services required to be performed by Contractor for that particular order. Purchase Orders shall identify the applicable quantity, description, and price of the Optional Services ordered, and may contain additional terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and required performance of Contractor.

1.5. **Services** means all work required of Contractor under this Contract, including without limitation all deliverables, consulting, training, project management, other services specified in the Scope of Services attached as Exhibit A, and any Optional Services procured under this Contract.

1.6. **Subcontractor** means an entity or individual, including subconsultants, providing Services to the City through Contractor, regardless of tier.

ARTICLE 2 – SCOPE OF SERVICES

2.1. **Scope of Services.** Contractor shall perform all Services, including without limitation, the work specified in Exhibit A (“Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

2.2. **Optional Services.** If any goods or services under this Contract, or the quantity thereof, are identified as optional (“Optional Services”), City may select the type, amount, and timing of any Optional Services via Purchase Order pursuant to this section. Any Optional Services procured, when combined with the required goods or services under this Contract, shall not result in a payment obligation exceeding the applicable maximum amount stated in Exhibit C. Notwithstanding anything to the contrary in this Contract, the City Manager or designee may approve and issue Purchase Orders for which the total aggregate cost of all Purchase Orders is less than or equal to the not-to-exceed amount for Optional Services specified in Exhibit C. Contractor shall not commence the applicable Optional Services prior to receipt of the applicable Purchase Order from City.

2.3. The CITY’s Representative/Liaison during the performance of this Contract shall be **Aubyn Lewis**, telephone (954) -777-2816 or aubynl@lauderdalelakes.org

ARTICLE 3 – TERM AND TIME OF PERFORMANCE

3.1. **Term.** The term of this Contract shall commence on, the date the Notice to Proceed is issued (“Term Commencement Date”) and shall terminate three (3) years thereafter (“Initial Term”), unless otherwise terminated or extended as provided in this Contract. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the “Term.”

3.2. **Extensions.** Upon mutual agreement by the parties this Contract may be extended for up to two (2) additional one (1) year terms (each an “Extension Term”) on the same rates, terms, and conditions stated in this Contract by sending notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The City Manager or City Representative is authorized to exercise any Extension Term(s), and notice of same to Contractor only by electronic mail shall be effective and sufficient.

3.3. **Additional Extension.** 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

3.4. **Time is of the Essence.** Time is of the essence for Contractor’s performance of the duties, obligations, and responsibilities required by this Contract.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

4.1. **Maximum Amounts.** 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 “C”, 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.

4.2. **Method of Billing and Payment.** 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.

4.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses incurred not expressly provided for in this Contract.

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

4.5. 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.

4.6. 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 5. REPRESENTATIONS AND WARRANTIES

5.1. Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Contract is within Contractor's legal powers, and each individual executing this Contract on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

5.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to City in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

5.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

5.4. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

5.5. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at

law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

5.6. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

5.7. Breach of Representations. Contractor acknowledges that City is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

6.1. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to City, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Contractor's compensation in this Contract.

6.2. 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 similarly-situated customers 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 6 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 7 - TERMINATION

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

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

7.2. Termination for Cause. This Contract may be terminated for cause by City for reasons including, without limit to, any of the following:

7.2.1. Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Contract or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; and

7.2.2. By the City Manager or City Representative for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Contract.

7.3. Termination for Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONTRACTOR thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole. CONTRACTOR may terminate this Contract for convenience, with or without cause, upon ninety (90) days written notice to the CITY.

ARTICLE 8 - PERSONNEL

8.1. 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.

8.2. 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.

8.3. 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.

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

ARTICLE 9 - SUBCONTRACTING

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

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

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

ARTICLE 10 – INSURANCE

10.1 Throughout the Term, Contractor shall, at its sole expense, continuously maintain the minimum insurance coverages in accordance with the terms and conditions of this article. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this article and

such insurance has been approved by the CITY. City reserves the right at any time to assess and require CONTRACTOR to adjust the limits and types of coverage required under this article.

10.2 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.

10.3 The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.

10.4. 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.

10.5. 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.

10.6. 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.

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

10.8. 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.

10.9. 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.

10.10 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.

10.11 All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 11 - INDEMNIFICATION

11.1. Contractor shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Contract, and caused or alleged to be caused, in whole or in part, by any breach of this Contract by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Commission to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Contract. If considered necessary by the City Manager or City Representative, any sums due Contractor under this Contract may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

11.2. 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.

11.3. 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 12 - 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 13 – REMEDIES, VENUE AND JURISDICTION

13.1. 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.

13.2. This Contract, its interpretation, and all questions concerning the execution, validity, capacity of the Parties and the performance of this Contract, shall be governed solely by the laws of the State of Florida, without regard to any choice-of-law principles that might direct application of the laws of any other jurisdiction. The Parties expressly and irrevocably: (a) consent to the exclusive jurisdiction of the appropriate Florida court; (b) agree that this Contract is entered into in the State of Florida and any breach of this Contract shall be deemed a breach of a contract in the State of Florida pursuant to Florida Statutes;

(c) agrees that they are subject to personal jurisdiction in such Florida courts, and that they have the requisite contacts with the State of Florida such that the exercise of personal jurisdiction complies with Florida's long arm statute and the requirements of due process; (d) waive any defense or objection based on a lack of personal jurisdiction; (e) waive any argument that such courts are an improper venue or an inconvenient forum.

13.3. The exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

ARTICLE 14 - CONFLICT OF INTEREST

14.1. 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.

14.2. The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, and email correspondence 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 15 - 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 Contract 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 16 - PLEDGE OF CREDIT, ARREARS

16.1. 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.

16.2. 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 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

17.3. The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law). Notwithstanding any other provision in this Contract, any action taken by City in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Contract. If Contractor is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Contractor shall:

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

17.3.2. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

17.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and after completion or termination of this Contract if the records are not transferred to City; and

17.3.4. Upon expiration of the Term or termination of this Contract, transfer to City, at no cost, all public records in possession of Contractor or keep and maintain public records required by City to perform the services. If Contractor transfers the records to City, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

17.4. If Contractor receives a request for public records regarding this Contract or the Services, Contractor must immediately notify the City Representative in writing and provide all requested records to City to enable City to timely respond to the public records request. City will respond to all such public records requests.

17.5. Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL- DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to City from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by City, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to City for records designated by Contractor as Restricted Material, City shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of City's obligation to treat the records as Restricted Material. Contractor must indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

17.6. 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 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

18.1. 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.

18.2. 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 Contract. 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 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. Neither Party to this Contract shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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 24 - Modifications of Work.

ARTICLE 25 - MODIFICATIONS OF WORK

25.1. 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.

25.2. 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.

25.3. 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:

FOR CITY

Attn: City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700 Ext. 2740

FOR CITY

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

FOR CONTRACTOR

Attn: Gloria Y Jacaruso
GLORIFIED PRINTING, INC DBA MINUTEMAN PRESS
51 N. Federal Hwy
Pompano Beach, FL 33062
Ph# 954-895-9339
minuteman.pompano@yahoo.com

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: Request for Proposal, Contract, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

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

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

**GLORIFIED PRINTING, INC
DBA MINUTEMAN PRESS**

Corporate Seal

Witness

GLORIA Y JACARUSO,
PRESIDENT

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

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

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

Schedule of Costs (Attachment "C")

Cost: RFP25-3410-19R Citywide Printing Services

Category	Unit 1	Price	Unit 2	Price	Unit 3
Call Cards	100	20.00			
Reems	500	75.00			
Flyers & Posters	100	12.66	300	34.69	500
Banner and Event Signage	5	336.00	10	655.20	15
Brochures & Informational Pamphlets	500	1,102.97	1000	1615.71	2500
Annudla Reports & Strategic Planning	500	2,500.00	1000	5,138.57	2500

Please fill in Price in areas with dollar sign (\$) **ONLY**

Criteria for each Category

1. Call Cards: paper, printed one side or two, color – Double sided, full color, 12pt card stock gloss finish.
2. Reems: paper, color – 12pt matte stock with letterhead design (full Color) printed
3. Flyers and Posters: size, printed one side or two, color – Flyers are generally 5"x7", full color and either sir
4. Banners and Event Signage: banner size and material – Banners are either 4'x6' or 4'x8' single sided on v
 - i. signage size and material, one or two – mounted si
 - ii. sides
5. Brochures and Informational Pamphlets: sample size, number of pages, paper, finishing. Brochure size wil
6. Annual Report & Strategic Plan: paper, size, number of pages, color, finishing. – No specific number is av:

PLEASE NOTE: UNIT QUANTITIES SPECIFIED THE INCREMENTS THAT ORDE

Flyers - 5x7 100# gloss text
Reems - 70# text
Flyers & Posters - 100# gloss text
Banners - 72x48 1302 vinyl with hems & grommets
Brochures - 11x17 tri-fold 12pt cover / 60# text 8 pgs 4/4
Annual Reports - 12pt cover / 100# gloss text 28 pgs 4/4

Price	Unit 4	Price	Unit 5	Price	Unit 6	Price	Unit 7	Price
50.77	1000	88.02	2000	160.00	5000	380.00	10000	700.00
972.72	20	1,243.20	25	1,428.00				
3,056.00	5000	4,024.20						
7,687.21	5000	11,962.02						

single and double sided depending on the event.

vinyl with islets punched at the corners and top/bottom for mounting. Street pole banners are 30" x 84" Top & Bottom signs are either 4'x6' or 4'x8' single sided and printed on

will be 8.5"x11" gloss finish 12pt stock with a middle staple 10-20 pages. Pamphlets will be 8.5"x11" folded and usual available for the report as it is dependent on the amount of content submitted by the requesting departments. Estimate

QUANTITIES WILL BE PLACED IN (eg. 100s, 500s, etc.)

		EVALUATION COMMITTEE MEMBER 1	EVALUATION COMMITTEE MEMBER 2	EVALUATION COMMITTEE MEMBER 3
VENDOR NAME				
Category	Max Points	Score	Score	Score
Location	10	5	5	5
Past Performance and Experiences	30	20	30	20
Cost Analysis	20	15	20	7
Approach for Performance	40	35	40	30
Total Score	100	75	95	62

Vendor Name	Max Points	Points Awarded	#
MinuteMan Press	300	232.00	1

SECTION 2 – SCOPE OF SERVICES

GENERAL SCOPE OF SERVICES

The City of Lauderdale Lakes is soliciting proposals from qualified and experienced printing service providers to deliver **comprehensive, high-quality, and cost-effective printing solutions** for the City's internal operations, community engagement initiatives, and public-facing communications. The selected vendor will serve as the **primary printing partner for all City departments**, ensuring consistent branding, timely delivery, and adherence to the City's standards for excellence and professionalism. This contract aims to support a broad range of municipal functions—including public safety, parks and recreation, community outreach, city commission events, and administrative communications—through efficient, reliable, and responsive printing services. The awarded vendor will be expected to act as a true partner in achieving the City's mission by supporting transparency, enhancing visibility, and increasing the accessibility of public information.

The scope of services under this engagement includes, but is not limited to, the following categories and deliverables:

Must mail in material swatches (vinyl, cardstock, and cloroplast) for the following core-printing services:

1. Core Printing Services

The vendor will provide full-service printing capabilities to accommodate a wide array of standard and custom products, including:

- **Official City Stationery:** Letterheads, envelopes, memo pads, and official government correspondence materials in accordance with the City's logo usage and branding guidelines.
- **Business Cards:** For elected officials, department directors, and City staff with consistent formatting and professional finishes.
- **Flyers and Posters:** Event announcements, workshop promotions, community notices, and city-sponsored initiative advertisements.
- **Banners and Event Signage:** Indoor/outdoor banners, directional signage, retractable pop-up banners, podium signs, and A-frame posters for use at public meetings, festivals, and outreach events.
- **Brochures and Informational Pamphlets:** Multi-panel, color brochures that provide public education or departmental resources (e.g., housing programs, parks schedules, or storm preparedness).
- **Annual Reports and Strategic Plans:** High-quality bound documents for public consumption or internal use, complete with pagination, charts, and design integration.
- **Custom Departmental Requests:** Print jobs with special formats, folding, binding, laminating, or die-cutting, such as ID badges, door hangers, or departmental manuals.

2. Strategic Printing Capabilities

To accommodate the operational demands of a dynamic municipal environment, the vendor shall:

- **Support Rapid Turnaround Times:** Offer **same-day or next-day service** for urgent needs without additional costs, particularly for public safety alerts, emergency communications, or last-minute event materials.
- **Deliver Across All Departments:** Provide direct delivery services to City Hall and other municipal facilities as requested, ensuring that materials are routed accurately and securely.
- **Offer Multilingual Printing Services:** When requested, provide printing in Spanish, Haitian Creole, and other locally relevant languages to serve the City's diverse population.

- **Integrate Variable Data Printing (VDP):** Capable of printing personalized items such as mailers with names, addresses, or department-specific messaging.

3. Graphic Design and Pre-Press Support

To ensure professional presentation, consistency, and branding compliance, the vendor must provide:

- **Graphic Design Assistance:** Basic design services or layout preparation for departments with limited internal design capacity.
- **Branding Compliance:** All materials must follow the City's visual identity standards including logo placement, fonts, colors, and formatting.
- **Proofing Process:** Provide digital or physical proofs prior to final production for all major projects or bulk orders.

4. Ordering and Communication Infrastructure

The vendor must ensure an efficient and transparent order and service process by offering:

- **Online Ordering Platform or Portal:** Optional but preferred—an online system that allows City departments to submit requests, track jobs, approve proofs, and access order history.
- **Dedicated Account Management:** A single point-of-contact responsible for all communication, coordination, and support related to City projects.
- **Live Customer Service:** Easily accessible customer service representatives during standard business hours for questions, revisions, or troubleshooting.

5. Quality Assurance and Performance Expectations

To maintain the integrity and reliability of print services across the contract period, the vendor must:

- Use **state-of-the-art printing technology** to ensure sharp, consistent, and vibrant output.
- Utilize **durable, high-grade materials** suitable for both indoor and outdoor use, depending on application.
- Offer **eco-friendly printing options**, including recycled paper, soy-based inks, and waste-reducing production methods, when feasible.
- Commit to **timely and complete deliveries** with service level agreements (SLAs) to ensure performance expectations are met.
- Be capable of **scaling up production** during peak seasons (e.g., holidays, budget season, hurricane season, or citywide initiatives).

6. Additional Value-Added Services

Vendors are encouraged to describe and provide pricing for any additional services that may enhance the City's printing operations, such as:

- **Warehousing and Inventory Management:** Store frequently used materials for faster reorders and delivery.
- **Direct Mail Services:** Printing, folding, stuffing, and mailing of postcards, utility inserts, or public notices.
- **Event Kits:** Bundled printing packages for City-sponsored events that include signage, shirts, programs, and name badges.

TAB 4
Management Team / Key Staffing

Tab 4 MANAGEMENT TEAM/KEY STAFFING

The Minuteman Press Pompano Beach team designated for the City of Lauderdale Lakes includes the following:

Gloria Jacaruso -- President

Gloria holds a B.S. degree in Journalism from the University of Florida. Prior to owning Minuteman Press, her career includes work as a reporter for the Sun-Sentinel newspaper (including covering the City of Lauderdale Lakes), vice-president of a local public relations firm, contractor for the U.S. Department of Transportation, Director of Marketing and Public Affairs for the South Florida Regional Transportation Authority (Tri-Rail) and marketing manager for Royal Caribbean and Celebrity Cruises.

Her background in writing and producing marketing materials adds a significant benefit to her printing customers as she regularly makes recommendations to customers for more effective and cost-effective marketing products.

Gloria is involved in the day-to-day operations of the business, meeting with customers, preparing cost quotes, dealing with suppliers and resolving any issues. Her philosophy has always been to hire the best employees and produce only the highest quality work.

Gloria and Minuteman Press are proud to be involved in many community organizations. She serves as a trustee of the Royal Dames of Cancer Research (which donates funds to Nova Southeastern University for cancer research), is a trustee member of the Pompano Beach Chamber of Commerce and assists many not-for-profit organizations including Habitat for Humanity of Broward County, the Urban League, In Jacob's Shoes, The Moose Lodge of Deerfield Beach, South Florida Wellness Network, Pompano Beach Elks, Blanche Ely High School, the Sample McDougald House, St. Coleman Italian Festival and many community events sponsored by the City of Pompano Beach.

Gloria will meet regularly with representatives of the city to discuss any projects or issues and will oversee all projects related to the city contract.

Anthony Jacaruso -- Customer Service Representative

Anthony began working at Minuteman Press Pompano Beach while in high school. He continued learning the printing business while working at a Minuteman Press and a large commercial printer while attending college in Orlando. Anthony also handles producing personalized apparel, promotional items and sign installations.

Anthony will be the lead customer service representative for the City of Lauderdale Lakes.

James Costa – Customer Service Representative

Jim joined the Minuteman Press Pompano Beach team two years ago after having worked at another Minuteman Press location. Jim brings to the team more than 35 years of experience in customer service in the printing industry.

Jim will be the back-up customer service representative for the City of Lauderdale Lakes.

Michael Moyer – Production Manager

Michael began his career at Minuteman Press Pompano Beach as a driver. He quickly advanced to become the production manager. Michael oversees the printing of all paper products and signs.

Michael will be the lead production person for the City of Lauderdale Lakes.

Thomas Baier – Bindery

Following a lifelong career in construction in Chicago, Tom moved to South Florida and learned bindery at another Minuteman Press location. He moved to Minuteman Press Pompano Beach five years ago and oversees all bindery including cutting, folding, laminating, perforating, booklet making, padding and numbering.

Tom will be the key person responsible for the finishing of products for the City of Lauderdale Lakes.

Monique Miranda – Customer Service Assistant

Monique began working at Minuteman Press Pompano Beach 8 years ago as an assistant in the bindery department. She has since become a full-time employee handling customer calls and walk-in customers. She is proficient in Spanish and is responsible for printing on the wide format printer in addition to assisting in bindery as needed.

Monique will keep City of Lauderdale Lakes employees informed when jobs are completed and will be available to take phone calls for orders.

Dawn Smith – Lead Graphic Designer

With more than 30 years experience in graphic design for the printing industry, Dawn brings both her creative design capability and technical expertise. In addition to creating artwork from scratch, Dawn reviews customer-supplied artwork prior to printing to ensure proper placement and color.

Dawn will be the lead graphic designer for the City of Lauderdale Lakes.

Beth Dubow – Graphic Designer

Beth joined the Minuteman Press Pompano Beach team as a part-time graphic designer in 2023. Her background includes more than 15 years of graphic design experience.

Beth will be one of the designers working with the City of Lauderdale Lakes on projects.

Jackie Barrett – Graphic Designer

Jackie is a part-time graphic designer for Minuteman Press Pompano Beach. She is the former lead designer for the City of Pompano Beach's Cultural Affairs Division.

Jackie will be available to assist with graphic design for the City of Lauderdale Lakes as needed.

Russell Liddick – Production Assistant

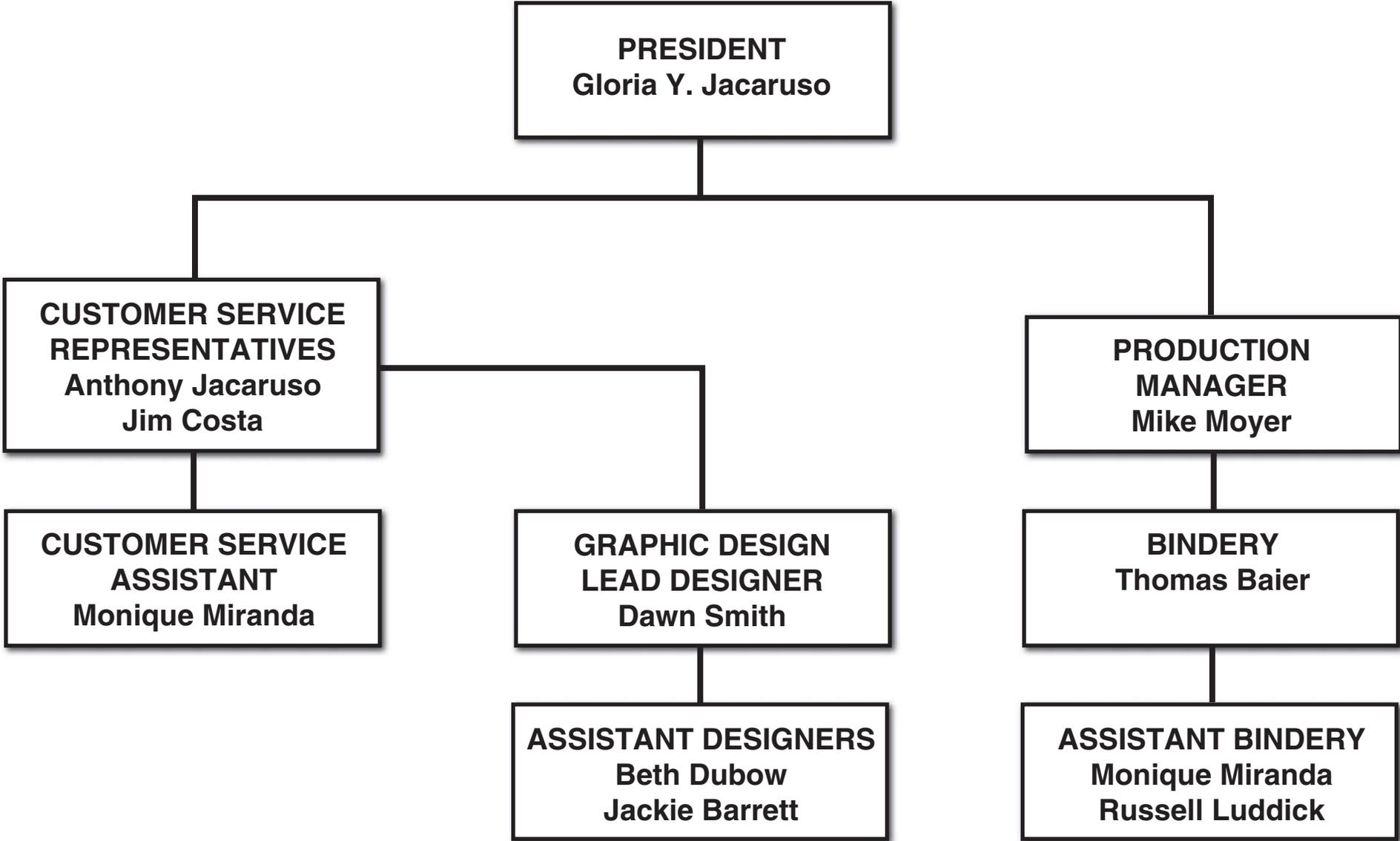
Russell's background includes more than 10 years of digital printing experience at several local office supply stores. Although he maintains another full-time (non-printing) job now, he continues to assist us as needed as a night-time shift.

Russell is available to assist with late night printing and bindery as needed.

Daily staff meetings are held to review deadlines and our proprietary software provides accurate tracking of each job by number and status. Customer complaints are first addressed by customer service representatives and, if necessary, forwarded to the president for resolution. It is our company philosophy that our job is to produce the highest-quality products that reflect the image of our customers. To that end, each employee is tasked with checking quality at each step of the process.

Most of the challenges that our team is faced with revolve around deadlines. We understand that cities in particular face emergency situations especially when faced with hurricane preparedness and other untimed events. Our team has always performed, working extra hours if needed, to meet our customers' deadlines.

MINUTEMAN PRESS ORGANIZATIONAL CHART



SUBMITTAL PACKAGE

TAB 1
Submittal Checklist & Proposer's
Qualification Statement

SUBMITTAL CHECKLIST

Checklist must be inserted before Tab #1

PROPOSER NAME: Glorified PRINTING, INC dba Minuteman Press

PROPOSER PHONE: 954-942-4300

PROPOSER EMAIL: minuteman-pompano@yahoo.com

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.

Schedule of Cost (Attachment "C")

Drug-Free Workplace Affidavit (Attachment "D")

Signature Page (Attachment "E"). This form must be properly notarized.

E-Verify Statement ("F")

Certificate of Insurance (proof only)

Business Tax Receipt and Licenses. Attach Business Tax Receipt from the CITY or County. Include a copy of state registration and any other applicable licenses.

Other Notes:

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

I have read the solicitation, RFP NO. 25-3410-19R, Citywide Printing 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 Qualifications.

Gloria Y. Jacaruso
Proposer/Proposer/Bidder Company Name

Glorified Printing, Inc. dba Minuteman Press
Authorized Company Signature

9/16/25
Date

Gloria Y. JACARUSO
Authorized Company Printed Name

Title PRESIDENT

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:

GLORIFIED PRINTING, INC dba Minuteman Press
51 N. FEDERAL HWY.
POMPANO BEACH, FL 33062

Contact Person's Name and Title: Gloria Jacaroso, PRESIDENT

PROPOSER'S Telephone and Fax Number: (P) 954-942-4300 (F) 954-586-4544

PROPOSER'S Email Address: minuteman-pompano@yahoo.com

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

PROPOSER'S Federal Identification Number: 27-2749016

Number of years your organization has been in business, in this type of work: 15 YEARS

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

GLORIA Y. JACAROSO, PRESIDENT

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:

N/A

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

NO

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

yes

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-Proposer(s).

NO

The foregoing list of Sub-Proposer(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.

N/A

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).

N/A

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.

N/A

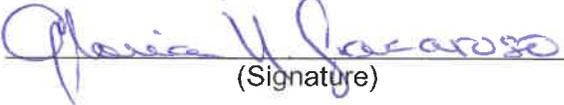
List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

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.

ND

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 GIORGIA V. JACARUSO

(Signature)

TAB 2

Statement of Capabilities

TAB 2 STATEMENT OF CAPABILITIES

Minuteman Press Pompano Beach is a full-service printing company with the experience, personnel and technology needed to be the premier printing partner for the City of Lauderdale Lakes. We consider ourselves an integral part of the marketing team at each of our customers and are committed to producing the highest quality printed products in a timely manner and at a reasonable cost. We are proud of our 4.8 Google rating, which identifies many of the attributes our team possesses.

With 15 years of experience printing for various government agencies and private companies, Minuteman Press brings to the City:

*A qualified team with experience in graphic design, printing, proofreading and marketing strategies which can be scaled up with additional staff and second shifts to meet increased demand.

*24-hour availability of ordering through a personalized portal, in-house customer service representatives, including a dedicated customer service representative for the City, and 24-hour accessibility to staff in case of emergencies.

*Scheduled in-person or electronic meetings with City personnel to review project status reports and address any issues.

*The highest quality printing and bindery equipment, with duplication and two-hour maintenance contracts to ensure timely job completion when mechanical issues arise.

*The ability to print a wide array of paper products, signs and apparel, using the highest quality materials and eco-friendly options when required.

*The ability to print variable data, mail first class or bulk, and warehouse materials for future use.

*Same day and next day turnaround times when required.

*Multilingual printing capability.

*Fulfillment of special packaging as requested by the City.

*Ability to address any special requests and work with City personnel on creative solutions to communication issues.

TAB 3 Methodology

METHODOLOGY

Minuteman Press Pompano Beach takes great pride in producing high quality work. In order to assure accuracy and compliance with brand guidelines we will provide the following:

- *A dedicated team to work with the City in order to maintain constant contact, consistency in branding and quality control.
- *Weekly project meetings via telephone or in person with key City employees depending upon the project workload.
- *Electronic proofs for all projects and hard copy proofs of projects when requested or warranted.
- *Fast turn-around times with same day, next day capability when needed.
- *24-hour access to key personnel in case of emergencies.
- *Product delivery on a timely schedule.
- *24-hour on-line capability for orders and re-orders.

COMPLIANCE/QUALITY ASSURANCE

It is always our goal to produce the highest quality printing for our customers, maintaining color consistency and conformity with your branding guidelines. Our internal workflow process was developed to include multiple checks by various people, each looking to ensure the job meets our strictest standards. In order to accomplish this every job is:

- *Work-ordered in our system under the customer's account with a job number.
- *Jobs created by our designers are proofread by the customer service person placing the order prior to being sent to the customer.
- *A digital proof is sent to the customer.
- *A hard copy proof is printed and provided to the customer if requested or if we think there are issues that need to be addressed.
- *Recommendations for improvements in design or wording are given to the customer when warranted.
- *Any concerns are corrected and a new proof provided to the customer.

*A sample print is printed and final bindery completed so that the customer service representative can see the completed job, allowing us to review size, folding, placement of copy, etc.

*Once approved the job is printed and a final check is completed by both bindery and the ordering customer service representative to ensure quality before the job is delivered to the customer.

Our customer service representatives are available from 9 a.m. to 5 p.m. Monday through Friday. We also monitor emails throughout the weekend and respond when needed. As we consider ourselves part of your team, the owner is glad to share her cell phone number with you in case of emergencies. A portal link for reorders will be established, and the City may reorder online 24 hours a day. New orders may also be submitted online either through our website or email with the customer service representative.

In addition to electronic communication, we routinely talk with our customers to ascertain when jobs are due and communicate with customers by phone on the status of jobs throughout the process. Within the company, daily work flow meetings are held every morning to review project deadlines and address any concerns. We regularly stock materials specific to customers' needs in order to be able to produce their products in the shortest turn around time possible. When needed, we can store customer pre-printed materials until needed.

We regularly provide same day, next day service and take very seriously meeting our customers' deadlines. During peak times we are able to increase our production with part-time employees and second shifts. As with other cities that we work for, we understand that emergencies arise and we are there to assist in a timely manner.

Minuteman Press Pompano Beach maintains some of the most current high quality equipment in order to assure a high quality outcome for our customers. Our equipment includes:

- *Four state-of-the-art Konica Minolta digital presses with multiple bindery functions
- *Xante flatbed press for printing directly onto sign material
- *HP wide format printer
- *Stahls heat press and hat press equipment
- *Polar cutter

*Baumfold folding machine

*Duplo booklet maker

*Rollum machine for scoring, perforating and numbering

*An assortment of other equipment for laminating, binding and finishing.

We maintain duplication of all equipment to ensure jobs can be completed without disruption to deadlines when equipment repairs are needed. We also maintain contracts with Konica Minolta which requires a two-hour maximum response time when repairs are required.

Minuteman Press International routinely surveys the price of printed items and provides local franchisees with information on pricing so that we remain competitive in our local area. As a franchisee, we have access to nationally negotiated rates from many vendors, allowing us to purchase paper and other materials at a lower cost from competitors.

TAB 4
Management Team / Key Staffing

Tab 4 MANAGEMENT TEAM/KEY STAFFING

The Minuteman Press Pompano Beach team designated for the City of Lauderdale Lakes includes the following:

Gloria Jacaruso -- President

Gloria holds a B.S. degree in Journalism from the University of Florida. Prior to owning Minuteman Press, her career includes work as a reporter for the Sun-Sentinel newspaper (including covering the City of Lauderdale Lakes), vice-president of a local public relations firm, contractor for the U.S. Department of Transportation, Director of Marketing and Public Affairs for the South Florida Regional Transportation Authority (Tri-Rail) and marketing manager for Royal Caribbean and Celebrity Cruises.

Her background in writing and producing marketing materials adds a significant benefit to her printing customers as she regularly makes recommendations to customers for more effective and cost-effective marketing products.

Gloria is involved in the day-to-day operations of the business, meeting with customers, preparing cost quotes, dealing with suppliers and resolving any issues. Her philosophy has always been to hire the best employees and produce only the highest quality work.

Gloria and Minuteman Press are proud to be involved in many community organizations. She serves as a trustee of the Royal Dames of Cancer Research (which donates funds to Nova Southeastern University for cancer research), is a trustee member of the Pompano Beach Chamber of Commerce and assists many not-for-profit organizations including Habitat for Humanity of Broward County, the Urban League, In Jacob's Shoes, The Moose Lodge of Deerfield Beach, South Florida Wellness Network, Pompano Beach Elks, Blanche Ely High School, the Sample McDougald House, St. Coleman Italian Festival and many community events sponsored by the City of Pompano Beach.

Gloria will meet regularly with representatives of the city to discuss any projects or issues and will oversee all projects related to the city contract.

Anthony Jacaruso -- Customer Service Representative

Anthony began working at Minuteman Press Pompano Beach while in high school. He continued learning the printing business while working at a Minuteman Press and a large commercial printer while attending college in Orlando. Anthony also handles producing personalized apparel, promotional items and sign installations.

Anthony will be the lead customer service representative for the City of Lauderdale Lakes.

James Costa – Customer Service Representative

Jim joined the Minuteman Press Pompano Beach team two years ago after having worked at another Minuteman Press location. Jim brings to the team more than 35 years of experience in customer service in the printing industry.

Jim will be the back-up customer service representative for the City of Lauderdale Lakes.

Michael Moyer – Production Manager

Michael began his career at Minuteman Press Pompano Beach as a driver. He quickly advanced to become the production manager. Michael oversees the printing of all paper products and signs.

Michael will be the lead production person for the City of Lauderdale Lakes.

Thomas Baier – Bindery

Following a lifelong career in construction in Chicago, Tom moved to South Florida and learned bindery at another Minuteman Press location. He moved to Minuteman Press Pompano Beach five years ago and oversees all bindery including cutting, folding, laminating, perforating, booklet making, padding and numbering.

Tom will be the key person responsible for the finishing of products for the City of Lauderdale Lakes.

Monique Miranda – Customer Service Assistant

Monique began working at Minuteman Press Pompano Beach 8 years ago as an assistant in the bindery department. She has since become a full-time employee handling customer calls and walk-in customers. She is proficient in Spanish and is responsible for printing on the wide format printer in addition to assisting in bindery as needed.

Monique will keep City of Lauderdale Lakes employees informed when jobs are completed and will be available to take phone calls for orders.

Dawn Smith – Lead Graphic Designer

With more than 30 years experience in graphic design for the printing industry, Dawn brings both her creative design capability and technical expertise. In addition to creating artwork from scratch, Dawn reviews customer-supplied artwork prior to printing to ensure proper placement and color.

Dawn will be the lead graphic designer for the City of Lauderdale Lakes.

Beth Dubow – Graphic Designer

Beth joined the Minuteman Press Pompano Beach team as a part-time graphic designer in 2023. Her background includes more than 15 years of graphic design experience.

Beth will be one of the designers working with the City of Lauderdale Lakes on projects.

Jackie Barrett – Graphic Designer

Jackie is a part-time graphic designer for Minuteman Press Pompano Beach. She is the former lead designer for the City of Pompano Beach's Cultural Affairs Division.

Jackie will be available to assist with graphic design for the City of Lauderdale Lakes as needed.

Russell Liddick – Production Assistant

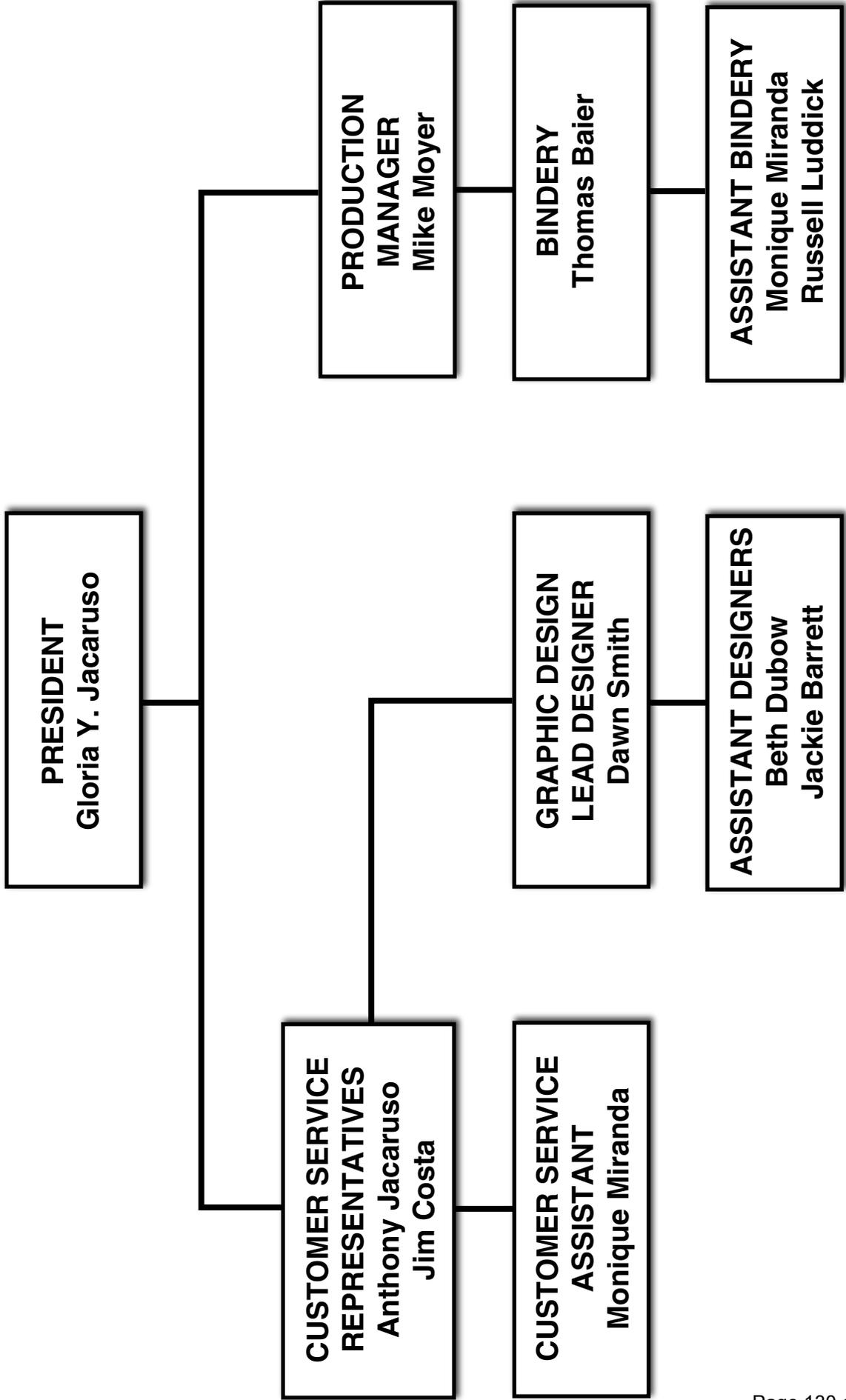
Russell's background includes more than 10 years of digital printing experience at several local office supply stores. Although he maintains another full-time (non-printing) job now, he continues to assist us as needed as a night-time shift.

Russell is available to assist with late night printing and bindery as needed.

Daily staff meetings are held to review deadlines and our proprietary software provides accurate tracking of each job by number and status. Customer complaints are first addressed by customer service representatives and, if necessary, forwarded to the president for resolution. It is our company philosophy that our job is to produce the highest-quality products that reflect the image of our customers. To that end, each employee is tasked with checking quality at each step of the process.

Most of the challenges that our team is faced with revolve around deadlines. We understand that cities in particular face emergency situations especially when faced with hurricane preparedness and other untimed events. Our team has always performed, working extra hours if needed, to meet our customers' deadlines.

MINUTEMAN PRESS ORGANIZATIONAL CHART



TAB 5
Specific Related Experience
of the Firm

TAB 5 SPECIFIC RELATED EXPERIENCE OF THE FIRM

City of Pompano Beach Cultural Arts Division

50 W. Atlantic Blvd.

Pompano Beach, FL 33060

Ty Tabing, Cultural Affairs Director or Ricardo Matiella, Graphic Designer

Phone: 954-786-4608

Email: ty.tabing@copbfl.com or ricardo.matiella@copbfl.com

Contract Date: 11/12/24 – 9/30/25

Open Purchase Order for \$25,000 for Printing related services. Primary.

Printing of rack cards, brochures, coroplast signs, foamboards, vinyl banners, window graphics, wall graphics, streetlight banners, tickets, name badges and other printed materials.

Challenges: Quick turnaround times for events

Resolution: The city provides a deadline for each job and we make certain we meet that deadline.

Project Manager: Jim Costa

City of Pompano Beach Recreation Department

100 W. Atlantic Blvd.

Pompano Beach, FL 33060

Kate Belcher, Recreation Supervisor

Phone: 954-786-4575

Email: kate.belcher@copbfl.com

Contract Date: 2/20/25 – 9/30/25 and 5/28/25 – 9/30/25

Open Purchase Order for Event Materials. Primary.

Printing of rack cards, brochures, coroplast signs, foamboards, vinyl banners, streetlight banners, tickets, flyers, stickers and other printed materials.

Challenges: Multiple events at multiple locations.

Resolutions: We maintain stringent tracking to ensure all materials are printed and delivered on time, so residents have ample notice of activities.

Project Manager: Jim Costa

City of Pompano Beach Fire Department

120 SW 3rd Street

Pompano Beach, FL 33060

Russell Brunner, Administrative Assistant

Phone: 954-786-5565

Email: Russell.brunner@copbfl.com

Contract date: Annual contract through 9/30/25. New contract being prepared for next year.

Printing of business cards, training manuals, information brochures and flyers.

Challenges: Business card design includes embossing of city logo which takes additional time and expense.

Resolution: We print a large quantity of cards with just the logo and emboss those, keeping them on hand and ready to print personalized information quickly to deliver in a short time frame.

Project Manager: Jim Costa

Additionally, Minuteman Press Pompano Beach works with numerous other City of Pompano Beach departments on a regular, per-project basis. Departments include:

Solid Waste & Recycling

Printing monthly doorhangers and postcards for bulk pick up.

Flyers for special events.

Utilities

Printing of brochures, customer notices and mailing services to customers.

CRA

Printing of brochures, business cards, rack cards, banners and signs.

Human Resources

Printing of brochures, flyers, calendars and signs.

City Manager's Office

Printing of brochures, rack cards, flyers, photographs and special notices.

Aquatics

Printing of flyers, brochures and stickers.

TAB 6

Local Vendor Participation

TAB 6 LOCAL VENDOR PARTICIPATION

Minuteman Press Pompano Beach is 100 percent woman-owned. Minuteman Press International has established a preferred vendor network based on negotiated pricing, many of which are small and/or disadvantaged businesses. We would be glad to supplement our existing vendor list with local SDBE businesses.

TAB 7 Current Workload

TAB 7 CURRENT WORKLOAD

City of Pompano Beach Parks and Recreation

Open Purchase Order for event materials

5/28/25 – 9/30/25 \$7,000

Printing of brochures, rack cards, banners and signs.

City of Pompano Beach Parks and Recreation

Open Purchase Order for event materials

2/20/25 – 9/30/25 \$5,000

Printing of brochures, rack cards, banners and signs.

City of Pompano Beach Cultural Affairs Division

Open Purchase Order printing related services \$25,000

Printing of brochures, rack cards, window clings, signs and banners.

Florida Department of Transportation District IV

Open Purchase Order no ending date

Scanning of blueprints and storage onto flash drive

This function is performed on second shift after hours by one staff member.

The workload for the City of Pompano Beach involves almost daily ordering from the three open purchase orders. Other departments without purchase orders place orders by phone or email and include the Fire Department, Utilities Department, City Manager's Office, Human Resources, Solid Waste & Recycling, Aquatics, Housing and CRA. The work is coordinated by two customer service representatives and produced by the production manager and bindery department along with other daily jobs.

TAB 8 Attachments

City of Lauderdale Lakes

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF BROWARD

GLORIA V. JACARUSO being first duly sworn, deposes and says that:

PROPOSER GLORIA V. JACARUSO is PRESIDENT 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;

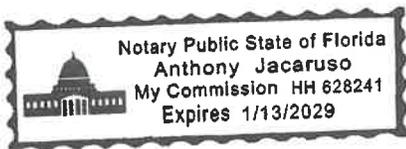
Such Bid is genuine and is not a collusive or sham Bid;

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 Gloria V. Jacaruso

Subscribed and sworn to before me this 16 day of September, 2025.



[Signature]
Notary Public (Signature)
My Commission Expires: 1/13/29

Schedule of Costs (Attachment "C")

Cost: RFP25-3410-19R Citywide Printing Services

Category	Unit 1	Price	Unit 2	Price	Unit 3
Call Cards	100	20.00			
Reems	500	75.00			
Flyers & Posters	100	12.66	300	34.69	500
Banner and Event Signage	5	336.00	10	655.20	15
Brochures & Informational Pamphlets	500	1,102.97	1000	1615.71	2500
Annudla Reports & Strategic Planning	500	2,500.00	1000	5,138.57	2500

Please fill in Price in areas with dollar sign (\$) **ONLY**

Criteria for each Category

1. Call Cards: paper, printed one side or two, color – Double sided, full color, 12pt card stock gloss finish.
2. Reems: paper, color – 12pt matte stock with letterhead design (full Color) printed
3. Flyers and Posters: size, printed one side or two, color – Flyers are generally 5"x7", full color and either sir
4. Banners and Event Signage: banner size and material – Banners are either 4'x6' or 4'x8' single sided on v
 - i. signage size and material, one or two – mounted si
 - ii. sides
5. Brochures and Informational Pamphlets: sample size, number of pages, paper, finishing. Brochure size wil
6. Annual Report & Strategic Plan: paper, size, number of pages, color, finishing. – No specific number is av:

PLEASE NOTE: UNIT QUANTITIES SPECIFIED THE INCREMENTS THAT ORDE

Flyers - 5x7 100# gloss text
Reems - 70# text
Flyers & Posters - 100# gloss text
Banners - 72x48 1302 vinyl with hems & grommets
Brochures - 11x17 tri-fold 12pt cover / 60# text 8 pgs 4/4
Annual Reports - 12pt cover / 100# gloss text 28 pgs 4/4

Price	Unit 4	Price	Unit 5	Price	Unit 6	Price	Unit 7	Price
50.77	1000	88.02	2000	160.00	5000	380.00	10000	700.00
972.72	20	1,243.20	25	1,428.00				
3056.00	5000	4024.20						
7687.21	5000	11,962.02						

single and double sided depending on the event.

vinyl with islets punched at the corners and top/bottom for mounting. Street pole banners are 30" x 84" Top & Bottom signs are either 4'x6' or 4'x8' single sided and printed on

will be 8.5"x11" gloss finish 12pt stock with a middle staple 10-20 pages. Pamphlets will be 8.5"x11" folded and usual available for the report as it is dependent on the amount of content submitted by the requesting departments. Estimate

QUANTITIES WILL BE PLACED IN (eg. 100s, 500s, etc.)

Form Pole Pocket 3.75" / Full Color Double Sided – either fabric or vinyl.

Usually no more than 10 pages

Printed on 30-50 pages. 12-point stock matte finish with a full color front and back cover.

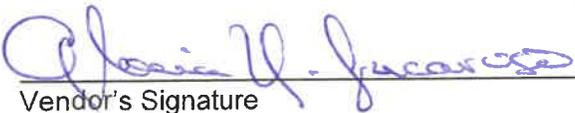
City of Lauderdale Lakes
ATTACHMENT "D"
CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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


Vendor's Signature

SUMMARY OF DRUG AND ALCOHOL POLICY

As a condition for initial and continued employment, the Company prohibits employees from reporting to work or performing their duties with ANY unlawful drugs or alcohol in their systems. Employees also are prohibited from using, possessing, manufacturing, distributing, or making arrangements to distribute unlawful drugs or alcohol while at work, off site at training or meetings, on Company or customer property (including in personal vehicles onsite), during lunch or breaks, or in Company vehicles. Furthermore, the Company prohibits all unlawful drug use, possession, or distribution, whether on or off duty – drugs can stay in one's system and affect work later.

To enforce this policy, the Company may, at any time where lawful, require as a condition of employment, any employee to submit to a physical examination and/or urine, breath, blood or other type of test to determine the presence of drugs or alcohol in his or her system. The possible occasions for drug testing include, but are not limited to:

1. Pre-employment and re-employment;
2. When the Company has a reasonable suspicion that an employee has violated the Drug & Alcohol Policy;
3. When an employee suffers an on-the-job injury or is involved in an accident;
4. When an employee seeks a transfer or promotion, or returns from a suspension or a leave or absence, or
5. Part of any random program of testing which the Company may implement.

The Company may conduct alcohol testing where the Company has reasonable suspicion that the employee has violated the drug or alcohol policy, including accidents suggesting carelessness, disregard of safety rules or other conduct indicating possible violation of the Drug and Alcohol Policy.

Violation of these rules, including (1) a test indicating being under the influence of alcohol or the presence of unlawfully used drugs in an employee's system; (2) refusal to cooperate

with the Company in any test, search or investigation, or failure to execute any paperwork or consent forms necessary for examinations or tests; (3) possession of, distribution of, or consumption of unlawful or abused drugs, unauthorized alcohol, or drug paraphernalia; (4) tampering with or adulterating a test sample, or (5) unlawful conduct on or off duty will result in discipline, including immediate discharge of current employees or disqualification of an applicant.

Employees who refuse to submit to a test, or test positive for alcohol or unlawful drugs may be disqualified for unemployment compensation benefits. Employees who refuse to submit to a test, or test positive for alcohol or unlawful drugs following a workplace injury may be disqualified for workers compensation benefits and may be terminated immediately.

Although the proper use of medication is not prohibited, employees should consult with the employee's supervisor, when he or she is legitimately taking medication that he or she has reason to believe may affect safety or performance. Any prescription medication brought onto Company or customer property must be retained in its original container labeled with the names of the employee and the prescribing physician. No employee may take another person's medication. The law treats the abuse of prescription medications as unlawful drug use.

A handwritten signature in black ink, appearing to read "Albert H. Jensen". The signature is written in a cursive style with a large initial "A".

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 16 day of September, 2025.

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

Witness

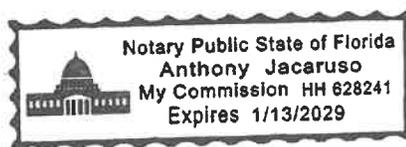
Company

Printed

By

Title

Printed Name, Title



CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of Glorified Printing, Inc., a corporation under the laws of the State of Florida held on 9/16, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that GLORIA Y. JACARUSO, as PRESIDENT of the Corporation, is hereby authorized to execute the Bid Form dated September 16, 2025 between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

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

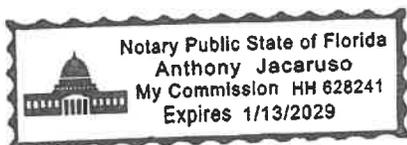
IN WITNESS WHEREOF, I have hereunto set my hand this 16 day of September, 2025.

Gloria Y. Jacaruso
Secretary

STATE OF FLORIDA

COUNTY OF Broward

Sworn to and subscribed before me on this 16 day of September, 2025 by Anthony Jacaruso who is personally known to me or who has presented the following type of identification: Drivers License.



Anthony Jacaruso
Signature of Notary Public, State of Florida

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

(If a corporation, affix seal)



Glorified Printing Inc dba
Manteman Press
Company
By Gloria Y. Jacaruso
GLORIA Y. JACARUSO
Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of FLORIDA.

City of Lauderdale Lakes

**ATTACHMENT "F"
E-VERIFY AFFIRMATION STATEMENT**

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

A certificate of compliance must accompany this affirmation.

Proposal/Contract No: RFP No: 25-3410-19R

Project Description: CITYWIDE PRINTING SERVICES

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

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

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

Proposer/Proposer/Bidder Company Name

GLORIFIED PRINTING, INC dba MinuteMan Press 9/6/2025
Authorized Company Signature Date

Gloria Y. Jacaruso, GIORIA Y. JACARUSO
Authorized Company Printed Name

Title



User Profile



Name

Gloria Y. Jacaruso

Email Address

minuteman.pompano@yahoo.com

Phone Number

(954) 942-4300

1 Linked User Account

Manage and access your linked user accounts. Have additional user accounts? Use the 'Link User Account' button to link an existing user account to your user profile.

[+ Link User Account](#)

User ID	Status	User Role	Company	Actions
GJAC5BA2	ACTIVE	Program Administrator	Glorified Printing, Inc.	→ Access

Rows Per Page

10

1

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: Glorified Printing, Inc. dba. Minuteman Press
Address: 51 N. FEDERAL Hwy.
City, State & Zip: Pompano Beach, FL 33062
Phone/Fax: (P) 954-942-4300 (F) 954-586-4544
Email: minuteman.pompano@yahoo.com

Agency/Firm Name: City of Pompano Beach Cultural Division
Address: 50 W. Atlantic Blvd
City, State, Zip: Pompano Beach, FL 33060
Phone/Fax: 954-786-5552
Email: ty.tabing@copbfl.com or ricardo.matielle@copbfl.com

Agency/Firm Name: City of Pompano Beach - Recreation Dept.
Address: 1801 NE 6 St.
City, State, Zip: Pompano Beach, FL 33062
Phone/Fax: 954-786-4575
Email: Kate.belcher@copbfl.com

Agency/Firm Name: City of Pompano Beach Fire Dept.
Address: 130 SW 3 Street
City, State, Zip: Pompano Beach, FL 33060
Phone/Fax: 954-786-4510
Email: Russell.brunner@copbfl.com

Agency/Firm Name: JOHN KNOX VILLAGE
Address: 651 SW 6 St.
City, State, Zip: Pompano Beach, FL 33060
Phone/Fax: 954-783-4038
Email: jthompson@jkrfl.com

Agency/Firm Name: A-1 INDUSTRIES
Address: 4451 St. Lucie Blvd.
City, State, Zip: Fort Pierce, FL 34946
Phone/Fax: 772-577-0128
Email: micheel.fagan@a1industries.com

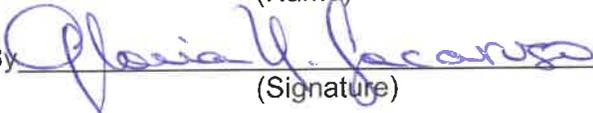
I UNDERSTAND THAT ALL INFORMATION LISTED ABOVE MAY BE CHECKED BY THE CITY OF LAUDERDALE LAKES AND I AUTHORIZE ALL ENTITIES OR PERSONS LISTED ABOVE TO ANSWER ANY AND ALL QUESTIONS. I HEREBY INDEMNIFY THE CITY OF LAUDERDALE LAKES AND THE PERSONS AND ENTITIES LISTED ABOVE AND HOLD THEM HARMLESS FROM ANY 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.

GLORIA Y. JACAROSO

(Name)

By 

(Signature)



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2024 - 2025**

Business Tax Receipt Valid from: October 1, 2024 through September 30, 2025

4440914
MINUTEMAN PRESS
51 N FEDERAL HY COMM

POMPANO BEACH FL 33062

1/9/2025

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: GLORIFIED PRINTING INC
BUSINESS LOCATION: 41 N FEDERAL HY COMM POMPANO BEACH FL

RECEIPT NO: 25-00064778
CLASSIFICATION: PRINTING (COML,LITHOGRAPH,BKMKG,EMBOSSG)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: MINUTEMAN PRESS

Receipt #: 278-233858
Business Type: WRITERS/PUBLISHER/WORD PROC

Owner Name: GLORIFIED PRINTING INC
Business Location: 51 N FEDERAL HWY
POMPANO BEACH

Business Opened: 06/08/2010
State/County/Cert/Reg:
Exemption Code:

Business Phone:

	Rooms	Seats	Employees	Machines	Professionals
			2		
For Vending Business Only					
	Number of Machines:			Vending Type:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
45.00	0.00	0.00	0.00	0.00	0.00
Total Paid					
45.00					

Receipt Fee 45.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GLORIFIED PRINTING INC
51 N FEDERAL HWY
POMPANO BEACH, FL 33062

Receipt # 1CP-24-00003066
Paid 07/24/2025 45.00
Effective Date 07/23/2025

2025 - 2026



2025 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/24

This Certificate Expires on December 31, 2025

Business Name and Location Address

Certificate Number

GLORIFIED PRINTING INC
MINUTEMAN PRESS
51 N FEDERAL HWY
POMPANO BEACH, FL 33062-4304

16-8015392177-6

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

State of Florida

Department of State

I certify from the records of this office that MINUTEMAN PRESS is a Fictitious Name registered with the Department of State on August 21, 2025.

The Registration Number of this Fictitious Name is G25000103801.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty Second day of August, 2025*




Secretary of State

Florida DRIVER LICENSE 

IDENTIFICATION NUMBER: **J262-299-54-871-0** CLASS: **E**

1. **JACARUSO**
 2. **GLORIA YVONNE**
 3. **2225 SE 8TH CT**
 4. **POMPANO BCH, FL 33062**

5. **DOB: 10/11/1954** 6. **SEX: F** 7. **SAFE DRIVER**

8. **EXP: 10/11/2026** 9. **HGT: 5-08"**

12. **REST: NONE** 13. **END: NONE**

14. **ISS: 10/31/2018**
 15. **SDD R021810518441**

Gloria Yvonne Jacaruso

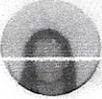
Operation of a motor vehicle constitutes consent to any autopsy test required by law.

21 010035998218128 

REST: None

END: None
CLASS: E - Any non-commercial veh with a GVWR < 26,001 lbs. or any RV

The state of FL retains all property rights herein.

 10/11/1954 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fulton Agency, Inc. 660 E Hillsboro Blvd Ste 105 Deerfield Beach FL 33441		CONTACT NAME: Carol Wiggan PHONE (A/C No. Ext): (954) 776-9015 E-MAIL ADDRESS: carol@fultonagency.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance	
		INSURER B: Associated Industries Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Glorified Printing Inc Minuteman Press 2318 E Atlantic Blvd Pompano Beach FL 33062		NAIC # 23140	

COVERAGES

CERTIFICATE NUMBER: 18404

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	B 7013018288	11/21/2023	11/21/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> HIRED AUTOS ONLY						\$
	<input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	UMBRELLA LIAB						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OCCUR						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	AWC1191911	02/13/2023	02/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER INCLUDED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach Contractor Registration P O Drawer 1300 Pompano Beach FL 33061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2026-017 AUTHORIZING THE USE OF A COOPERATIVE CONTRACT (TS06-25) WITH ROBERT HALF INTERNATIONAL, INC. FOR TEMPORARY STAFFING SERVICES THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC BUY) COOPERATIVE PURCHASING, IN AN AMOUNT NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER FISCAL YEAR, ON AN AS NEEDED BASIS FOR THE TERM OF THE CONTRACT WHICH ENDS MAY 31, 2029

Summary

This resolution authorizes the use of the cooperative contract executed by the Houston-Galveston Area Council for Temporary Staffing Services with Robert Half International, Inc. for an amount not to exceed \$100,000.00 per fiscal year through the initial term of the contract which ends May 31, 2029.

Staff Recommendation

Background:

The purpose of the resolution is to authorize the City Manager to utilize the Robert Half International, Inc. contract through the Houston-Galveston Area Council (H-GAC) BUY Cooperative Purchasing Program as in an amount not to exceed \$100,000.00 per fiscal year to provide temporary staffing services on an as needed basis. Temporary staffing services are generally requested when there is an urgent need to fill a position due to staffing shortages, for hard to fill positions, or for short term projects. The city does suffer from staff turnover for various reasons.

Temporary staffing has been necessary to carry out the functions of the City and reduce interruptions in service delivery at times when the city experiences staff turnover or is unable to fill a vacancy. The city has utilized the services of this vendor in critical times to fill executive, senior and crucial administrative positions that play a vital role in the operations of the city. The vendor has been highly successful in providing suitable candidates that have exceeded expectations and even retained by the city after time.

The H-GAC BUY Area Council competitively bid the services and awarded the Contractor, Robert Half International, Inc. effective June 1, 2025 through May 31, 2029. The contract has an established rate for a wide range of positions of qualified and experienced candidates. With Robert Half International, Inc, the city will enjoy a discount of up to 10% on the awarded rates.

City staff recommends the approval of the cooperative contract in an amount up to \$100,000 per fiscal year for temporary staffing services as approved by the H-GAC BUY Area Council.

City staff is requesting to utilize this Houston-Galveston Area Council (H-GAC) contract, TS06-25, for Temporary Staffing, Direct-Hire and Other Employer Services in accordance with the City's Procurement Code, Section 82-358(d), which allows cooperative purchasing.

Funding Source:

General Fund and Various department budget accounts as needed.

Fiscal Impact:

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

Sponsor Name/Department: Aazam Piprawala; Purchasing Manager, Tara Williams, Director HRRM.

Meeting Date: 2/24/2026

ATTACHMENTS:

Description	Type
☐ Resolution 2026-017 Authorizing Contract Award to Robert Half International Inc. for Temporary Staffing Services	Resolution
☐ Exhibit A - Draft City contract	Exhibit
☐ Exhibit B - H-GAC Buy contract	Exhibit
☐ Robert Half TS06-25 Response Price List Form	Backup Material

1 RESOLUTION 2026-017

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; AUTHORIZING AND APPROVING THE MAYOR AND CITY CLERK TO
5 EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT
6 BETWEEN THE CITY OF LAUDERDALE LAKES AND ROBERT HALF
7 INTERNATIONAL, INC., PROVIDING FOR TEMPORARY STAFFING SERVICES
8 (“CITY CONTRACT”) PURSUANT TO ARTICLE XIII, SECTION 82-358(d) OF THE
9 LAUDERDALE LAKES PROCUREMENT CODE (COOPERATIVE PURCHASING),
10 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN
11 HOUSTON-GALVESTON AREA COUNCIL (“H-GAC BUY CONTRACT”)
12 COOPERATIVE PURCHASING PROGRAM CONTRACT NO. TS06-25, IN AN
13 AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS AN
14 NO/100 (\$100,000.00) PER FISCAL YEAR; A DRAFT COPY OF THE CITY
15 CONTRACT AND THE H-GAC BUY CONTRACT ARE ATTACHED HERETO AS
16 **EXHIBIT “A”** AND **EXHIBIT “B,”** RESPECTIVELY AND COPIES OF WHICH MAY
17 BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE
18 ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY
19 CITY CLERK; PROVIDING AN EFFECTIVE DATE.
20

21 WHEREAS, The Houston-Galveston Area Council (H-GAC) BUY Cooperative Purchasing
22 Program competitively solicited and awarded Contract No. TS06-25 for Temporary Staffing,
23 Direct-Hire, and Other Employer Services to Robert Half International, Inc. for the term beginning
24 June 1, 2025 and ending May 31, 2029;

25 WHEREAS, the City desires to utilize this cooperative contract pursuant to Section 82-
26 358(d) of the City’s Procurement Code, which authorizes cooperative purchasing;

27 WHEREAS, temporary staffing services are necessary from time to time to address urgent
28 staffing shortages, hard-to-fill positions, employee turnover, extended leave situations, and
29 short-term or special projects in order to ensure continuity of municipal operations and service
30 delivery;

31 WHEREAS, the City has previously utilized the services of Robert Half International, Inc.
32 during critical periods to fill executive, senior-level, and essential administrative positions vital to

1 City operations, and the vendor has successfully provided qualified candidates who have met or
2 exceeded expectations;

3 WHEREAS, the cooperative contract establishes competitive rates for a wide range of
4 qualified and experienced personnel, and participation in the H-GAC BUY Cooperative Purchasing
5 Program provides the City with cost savings, including discounts of up to ten percent (10%) on
6 awarded rates;

7 WHEREAS, City staff recommends approval of the use of Contract No. TS06-25 with
8 Robert Half International, Inc. in an amount not to exceed One Hundred Thousand Dollars and
9 No/100 (\$100,000.00) per fiscal year, on an as-needed basis, through May 31, 2029;

10 WHEREAS, funding for these services shall be provided from the General Fund and various
11 departmental budget accounts as needed, subject to annual budget appropriations; and

12 WHEREAS, sufficient funding is available in Fiscal Year 2026, with future year funding
13 subject to availability and approval by the City Manager.

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

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

18 SECTION 2. AUTHORITY: The City Commission, in accordance with Article XIII, Section
19 82-358(d), hereby authorizes the Mayor and City Clerk to execute and attest, respectively, that
20 certain Agreement between the City of Lauderdale Lakes and Robert Half International, Inc.
21 **(Exhibit B)** in accordance with the terms and conditions of the Houston-Galveston Area Council

1 (H-GAC BUY) Cooperative Purchasing Program Contract No. No. TS06-25, in substantially the form
2 as attached hereto as **Exhibit A**, and incorporated herein by reference.

3 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through
4 the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the
5 Agreement with one (1) copy of the Agreement to be directed to Robert Half International, Inc.;
6 with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of
7 the City Attorney.

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12 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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1 SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its
2 final passage.

3 ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
4 MEETING HELD FEBRUARY 24, 2026.

5 _____
6 VERONICA EDWARDS PHILLIPS, MAYOR
7

8
9 ATTEST:

10 _____, CMC, Deputy City Clerk, for
11 VENICE HOWARD, MPA, MMC, CITY CLERK
12

13
14 Approved as to form and legality
15 for the use of and reliance by the
16 City of Lauderdale Lakes only:
17

18 _____
19 SIDNEY C. CALLOWAY, CITY ATTORNEY

20 Sponsored by: Aazam Piprawala, Procurement Manager; Tara Williams, Director Human Resources
21 & Risk Management
22

23
24 **VOTE:**

25
26 Mayor Veronica Edwards Phillips _____ (For) _____ (Against) _____ (Other)
27 Vice-Mayor Sharon Thomas _____ (For) _____ (Against) _____ (Other)
28 Commissioner Tycie Causwell _____ (For) _____ (Against) _____ (Other)
29 Commissioner Easton Harrison _____ (For) _____ (Against) _____ (Other)
30 Commissioner Karlene Maxwell-Williams _____ (For) _____ (Against) _____ (Other)
31



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

CONTRACT NO. _____
Temporary Staffing, Direct-Hire and Other Employer Services
TS06-25

This Contract is made as of the ____ day of _____, 2025, between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and ROBERT HALF INC, a corporation, authorized to do business in the State of Florida, ("CONTRACTOR"), ("Parties"), whose Federal I.D. number is 94-1648752.

WHEREAS, in accordance with Section 82-358(d) of the Lauderdale Lakes Procurement Code, the CITY may participate in, sponsor, conduct or administer contracts under a *cooperative purchasing* program with one or more governmental units for the procurement of any supplies, services, or construction when deemed to be in the best interests of the city by the director of financial services or designee;

WHEREAS, such cooperative purchasing programs may include, but are not limited to, joint or multiparty contracts between public procurement units and open-ended public procurement term contracts that are made available to other governmental units;

WHEREAS, at its meeting of _____, 2026, by Resolution # 2026-xxx, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract # _____; and

WHEREAS, the CONTRACTOR is willing and able to perform the work of providing the Services for the compensation and on the terms hereinafter set forth; and

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

ARTICLE 1- DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended from time to time.

1.2. **City Commission** means the City Commission of the City of Lauderdale Lakes, Florida.

1.3. **Notice to Proceed** means a written authorization issued by the City Manager or designee ("City Representative") to proceed with a project, phase, or task.

1.4. **Purchase Order** means a document that is approved and executed by City that sets forth Optional Services required to be performed by Contractor for that particular order. Purchase Orders shall identify the applicable quantity, description, and price of the Optional Services ordered, and may contain additional terms as to

payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and required performance of Contractor.

1.5. **Services** means all work required of Contractor under this Contract, including without limitation all deliverables, consulting, training, project management, other services specified in the Scope of Services attached as Exhibit A, and any Optional Services procured under this Contract.

1.6. **Subcontractor** means an entity or individual, including subconsultants, providing Services to the City through Contractor, regardless of tier.

ARTICLE 2 – SCOPE OF SERVICES

2.1. **Scope of Services.** Contractor shall perform all Services, including without limitation, the work specified in Exhibit A (“Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include such preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

2.2. **Optional Services.** If any goods or services under this Contract, or the quantity thereof, are identified as optional (“Optional Services”), City may select the type, amount, and timing of any Optional Services via Purchase Order pursuant to this section. Any Optional Services procured, when combined with the required goods or services under this Contract, shall not result in a payment obligation exceeding the applicable maximum amount stated in Exhibit C. Notwithstanding anything to the contrary in this Contract, the City Manager or designee may approve and issue Purchase Orders for which the total aggregate cost of all Purchase Orders is less than or equal to the not-to-exceed amount for Optional Services specified in Exhibit C. Contractor shall not commence the applicable Optional Services prior to receipt of the applicable Purchase Order from City.

2.3. The CITY’s Representative/Liaison during the performance of this Contract shall be **Tara H. Williams**, telephone (954) 535-2711 or Taraw@lauderdalelakes.org

ARTICLE 3 – TERM AND TIME OF PERFORMANCE

3.1. **Term.** The term of this Contract shall commence on, the date the Notice to Proceed is issued (“Term Commencement Date”) and shall terminate on May 31, 2029 thereafter (“Initial Term”), unless otherwise terminated or extended as provided in this Contract. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the “Term.”

~~3.2. **Extensions.** Upon mutual agreement by the parties this Contract may be extended for up to two (2) additional one (1) year terms (each an “Extension Term”) on the same rates, terms, and conditions stated in this Contract by sending notice to Contractor at least thirty (30) days prior to the expiration of the then current term. The City Manager or City Representative is authorized to exercise any Extension Term(s), and notice of same to Contractor only by electronic mail shall be effective and sufficient.~~

3.3. **Additional Extension.** 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

3.4. **Time is of the Essence.** Time is of the essence for Contractor’s performance of the duties, obligations, and responsibilities required by this Contract.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

4.1. **Maximum Amounts.** 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 “C”**, 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.

4.2. Method of Billing and Payment. 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.

4.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses incurred not expressly provided for in this Contract.

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

4.5. 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.

4.6. 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 5. REPRESENTATIONS AND WARRANTIES

5.1. Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Contract is within Contractor's legal powers, and each individual executing this Contract on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

5.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to City in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

5.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

5.4. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether

Contractor has been placed on the convicted vendor list.

5.5. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

5.6. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

5.7. Breach of Representations. Contractor acknowledges that City is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

6.1. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to City, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Contractor's compensation in this Contract.

6.2. 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 similarly-situated customers 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 6 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 7 - TERMINATION

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

A. Stop work on the date to the extent specified.

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

7.2. Termination for Cause. This Contract may be terminated for cause by City for reasons including, without limit to, any of the following:

7.2.1. Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Contract or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; and

7.2.2. By the City Manager or City Representative for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Contract.

7.3. Termination for Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONTRACTOR thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole. CONTRACTOR may terminate this Contract for convenience, with or without cause, upon ninety (90) days written notice to the CITY.

ARTICLE 8 - PERSONNEL

8.1. 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.

8.2. 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.

8.3. 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.

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

ARTICLE 9 - SUBCONTRACTING

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

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

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

ARTICLE 10 – INSURANCE

10.1 Throughout the Term, Contractor shall, at its sole expense, continuously maintain the minimum insurance coverages in accordance with the terms and conditions of this article. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this article and such insurance has been approved by the CITY. City reserves the right at any time to assess and require CONTRACTOR to adjust the limits and types of coverage required under this article.

10.2 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.

10.3 The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.

10.4. 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.

10.5. 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.

10.6. 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.

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

10.8. 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.

10.9. 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.

10.10 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.

10.11 All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 11 - INDEMNIFICATION

11.1. Contractor shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Contract, and caused or alleged to be caused, in whole or in part, by any breach of this Contract by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Commission to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Contract. If considered necessary by the City Manager or City Representative, any sums due Contractor under this Contract may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

11.2. 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.

11.3. 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 12 - 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 13 – REMEDIES, VENUE AND JURISDICTION

13.1. 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.

13.2. This Contract, its interpretation, and all questions concerning the execution, validity, capacity of the Parties and the performance of this Contract, shall be governed solely by the laws of the State of Florida,

without regard to any choice-of-law principles that might direct application of the laws of any other jurisdiction. The Parties expressly and irrevocably: (a) consent to the exclusive jurisdiction of the appropriate Florida court; (b) agree that this Contract is entered into in the State of Florida and any breach of this Contract shall be deemed a breach of a contract in the State of Florida pursuant to Florida Statutes; (c) agrees that they are subject to personal jurisdiction in such Florida courts, and that they have the requisite contacts with the State of Florida such that the exercise of personal jurisdiction complies with Florida's long arm statute and the requirements of due process; (d) waive any defense or objection based on a lack of personal jurisdiction; (e) waive any argument that such courts are an improper venue or an inconvenient forum.

13.3. The exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

ARTICLE 14 - CONFLICT OF INTEREST

14.1. 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.

14.2. The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, and email correspondence 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 15 - 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 Contract 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 16 - PLEDGE OF CREDIT, ARREARS

16.1. 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.

16.2. 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 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

17.3. The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law). Notwithstanding any other provision in this Contract, any action taken by City in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Contract. If Contractor is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Contractor shall:

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

17.3.2. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

17.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and after completion or termination of this Contract if the records are not transferred to City; and

17.3.4. Upon expiration of the Term or termination of this Contract, transfer to City, at no cost, all public records in possession of Contractor or keep and maintain public records required by City to perform the services. If Contractor transfers the records to City, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

17.4. If Contractor receives a request for public records regarding this Contract or the Services, Contractor must immediately notify the City Representative in writing and provide all requested records to City to enable City to timely respond to the public records request. City will respond to all such public records requests.

17.5. Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL– DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to City from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by City, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to City for records designated by Contractor as Restricted Material, City shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of City's obligation to treat the records as Restricted Material. Contractor must indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted

Material in response to a third-party request.

17.6. 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 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

18.1. 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.

18.2. 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 Contract. 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 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. Neither Party to this Contract shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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 24 - Modifications of Work.

ARTICLE 25 - MODIFICATIONS OF WORK

25.1. 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.

25.2. 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.

25.3. 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:

FOR CITY

Attn: City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700 Ext. 2740

FOR CITY

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

FOR CONTRACTOR

Attn: Renuka Ghingoor
ROBERT HALF INC.

~~STREET ADDRESS~~

~~CITY, STATE, ZIP~~

renuka.ghingoor@roberthalf.com

561-237-5512

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: Request for Proposal, Contract, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

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

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

COMPANY NAME

Corporate Seal

Witness

Name, Title (Typed)

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

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

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

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Robert Half Inc. - Public Services - ID: 14183 - TS06-25

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Robert Half Inc., dba Robert Half hereinafter referred to as the Contractor, having its principal place of business at P.O. Box 743295, Los Angeles, CA 90074.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of CONTRACTOR are

subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2025 and ends May 31 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer

period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the

Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Robert Half Inc. , dba Robert Half

Signature 
7C841FFA6B484DC...
Name Meghan Reilly
Title Vice President - Contract Finance & Accounting
Date 5/30/2025

H-GAC

Signature 
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 6/17/2025

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Robert Half Inc. - Public Services - ID: 14183

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas and offers the same or substantially the same products/services offered to H-GAC on a basis that routinely provides pricing more favorable than those provided to H-GAC hereunder, CONTRACTOR shall notify H-GAC within ten (10) business days. This Contract between H-GAC and CONTRACTOR shall be automatically amended, effective the date of notification.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. The Parties accept the following definition of agreement: A contractual document that applies to more than one staffing assignment and contains defined pricing rates."

If CONTRACTOR claims that a more favorable price, warranty, benefit, or term that was charged or offered to another governmental entity in the State of Texas during the term of this Agreement, does not constitute more favorable treatment, than CONTRACTOR shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of CONTRACTOR's written explanation, may decline to accept such explanation

and thereupon this Agreement between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement. Employees of CONTRACTOR are subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A
Robert Half Inc. dba Robert Half
Temporary Staffing, Direct-Hire, and Other Employer Services
Contract No.: TS06-25
Pricing Effective: June 2025

Supplier	Product	Description	HGACBuy Discount
Robert Half	Temporary and Miscellaneous Departmental Staff Augmentation Services	Robert Half TS06-25 Response Price List Form	10%
Robert Half	Temp-to-Hire Services	Robert Half TS06-25 Response Price List Form	List
Robert Half	Direct Hire Services	Robert Half TS06-25 Response Price List Form	List
Robert Half	Executive Search and Placement Services	Robert Half TS06-25 Response Price List Form	List

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 ____, 2026.

ROBERT HALF INC

Corporate Seal

Witness

NAME, TITLE (TYPED)

As to the CITY on the ____ day of ____, 2026.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

HGACBuy Solicitation: TS06-25					
Response Price List					
Respondent:		Robert Half Inc.			
Catalog Pricing			Other/Custom Pricing -Specific Services		
Type of Service(s) or Categories of Position(s)/Service(s)	List Price Book Name (e.g. Company Name and Catalog Version). List Price Book Shall be included in Response	Discount % Off List Price	Description of Service(s)/Position(s)	Pricing (clearly show pricing basis e.g. per hour, per month, per project)	
*** This form shall be completed in its entirety and submitted in its original Excel format (no PDF) ***					
*** Respondent shall price list price book on this form (a X % off list) and include it in its entirety as an attachment in Response ***					
*** Respondent may include additional pricing on this form in the designated cells (Other Pricing) ***					
*** Respondent may add as many lines as is needed and may use supplemental documents (to be noted on this form) ***					
Type of Service	Robert Half Catalog List Pricing (hourly bill rate)	Discount % off List Price	Description of Service	Discounted HGAC Member Pricing (all-inclusive hourly bill rate)	Robert Half Practice Group
Administrative and Customer Support (ACS)					
Entry-Level Administrative Assistant	\$40.84/hour	10.00%	Entry-Level Administrative Assistant	\$36.76/hour	ACS
Administrative Assistant I	\$47.74/hour	10.00%	Administrative Assistant I	\$42.97/hour	ACS
Administrative Assistant II	\$54.64/hour	10.00%	Administrative Assistant II	\$49.18/hour	ACS
Sr. Administrative Assistant	\$71.01/hour	10.00%	Sr. Administrative Assistant	\$63.91/hour	ACS
Executive Assistant I	\$64.93/hour	10.00%	Executive Assistant I	\$58.43/hour	ACS
Executive Assistant II	\$85.79/hour	10.00%	Executive Assistant II	\$77.21/hour	ACS
Sr. Executive Assistant	\$94.14/hour	10.00%	Sr. Executive Assistant	\$84.73/hour	ACS
Customer Service Representative I	\$32.58/hour	10.00%	Customer Service Representative I	\$29.32/hour	ACS
Customer Service Representative II	\$40.10/hour	10.00%	Customer Service Representative II	\$36.09/hour	ACS
Sr. Customer Service Representative	\$58.54/hour	10.00%	Sr. Customer Service Representative	\$52.69/hour	ACS
Data Entry Clerk I	\$33.25/hour	10.00%	Data Entry Clerk I	\$29.92/hour	ACS
Data Entry Clerk II	\$36.28/hour	10.00%	Data Entry Clerk II	\$32.65/hour	ACS
Sr. Data Entry Clerk	\$52.69/hour	10.00%	Sr. Data Entry Clerk	\$47.42/hour	ACS
Office Assistant I	\$32.58/hour	10.00%	Office Assistant I	\$29.32/hour	ACS
Office Assistant II	\$36.49/hour	10.00%	Office Assistant II	\$32.84/hour	ACS
Office Assistant III	\$50.74/hour	10.00%	Office Assistant III	\$45.66/hour	ACS
Receptionist I	\$33.42/hour	10.00%	Receptionist I	\$30.08/hour	ACS
Receptionist II	\$36.28/hour	10.00%	Receptionist II	\$32.65/hour	ACS
Receptionist III	\$48.79/hour	10.00%	Receptionist III	\$43.91/hour	ACS
Front Desk Coordinator I	\$35.27/hour	10.00%	Front Desk Coordinator I	\$31.75/hour	ACS
Front Desk Coordinator II	\$38.19/hour	10.00%	Front Desk Coordinator II	\$34.37/hour	ACS
Front Desk Coordinator III	\$53.18/hour	10.00%	Front Desk Coordinator III	\$47.86/hour	ACS
Project Assistant I	\$37.13/hour	10.00%	Project Assistant I	\$33.42/hour	ACS
Project Assistant II	\$50.00/hour	10.00%	Project Assistant II	\$45.00/hour	ACS
Project Assistant III	\$66.67/hour	10.00%	Project Assistant III	\$60.00/hour	ACS
Human Resources (HR) Assistant I	\$40.84/hour	10.00%	Human Resources (HR) Assistant I	\$36.76/hour	ACS
Human Resources (HR) Assistant II	\$45.83/hour	10.00%	Human Resources (HR) Assistant II	\$41.25/hour	ACS
Human Resources (HR) Assistant III	\$52.69/hour	10.00%	Human Resources (HR) Assistant III	\$47.42/hour	ACS
Human Resources (HR) Specialist I	\$46.41/hour	10.00%	Human Resources (HR) Specialist I	\$41.77/hour	ACS
Human Resources (HR) Specialist II	\$66.84/hour	10.00%	Human Resources (HR) Specialist II	\$60.15/hour	ACS
Human Resources (HR) Specialist III	\$87.81/hour	10.00%	Human Resources (HR) Specialist III	\$79.03/hour	ACS
Human Resources (HR) Manager I	\$85.93/hour	10.00%	Human Resources (HR) Manager I	\$77.34/hour	ACS
Contract Finance and Accounting (CFA)					
Accounts Receivable Clerk I	\$39.16/hour	10.00%	Accounts Receivable Clerk I	\$35.25/hour	CFA
Accounts Receivable Clerk II	\$47.05/hour	10.00%	Accounts Receivable Clerk II	\$42.35/hour	CFA
Accounts Receivable Clerk III	\$64.35/hour	10.00%	Accounts Receivable Clerk III	\$57.91/hour	CFA

Accounts Payable Clerk I	\$38.48/hour	10.00%	Accounts Payable Clerk I	\$34.63/hour	CFA
Accounts Payable Clerk II	\$44.95/hour	10.00%	Accounts Payable Clerk II	\$40.46/hour	CFA
Accounts Payable Clerk III	\$60.32/hour	10.00%	Accounts Payable Clerk III	\$54.29/hour	CFA
Staff Accountant I	\$71.57/hour	10.00%	Staff Accountant I	\$64.41/hour	CFA
Staff Accountant II	\$87.21/hour	10.00%	Staff Accountant II	\$78.49/hour	CFA
Staff Accountant III	\$100.54/hour	10.00%	Staff Accountant III	\$90.49/hour	CFA
Sr. Accountant I	\$108.58/hour	10.00%	Sr. Accountant I	\$97.73/hour	CFA
Bookkeeper I	\$49.12/hour	10.00%	Bookkeeper I	\$44.21/hour	CFA
Bookkeeper II	\$56.60/hour	10.00%	Bookkeeper II	\$50.94/hour	CFA
Bookkeeper III	\$66.70/hour	10.00%	Bookkeeper III	\$60.03/hour	CFA
Collections Specialist I	\$43.24/hour	10.00%	Collections Specialist I	\$38.91/hour	CFA
Collections Specialist II	\$52.87/hour	10.00%	Collections Specialist II	\$47.59/hour	CFA
Collections Specialist III	\$66.46/hour	10.00%	Collections Specialist III	\$59.82/hour	CFA
Billing Clerk I	\$37.58/hour	10.00%	Billing Clerk I	\$33.82/hour	CFA
Billing Clerk II	\$43.56/hour	10.00%	Billing Clerk II	\$39.20/hour	CFA
Billing Clerk III	\$56.30/hour	10.00%	Billing Clerk III	\$50.67/hour	CFA
Payroll Specialist I	\$46.63/hour	10.00%	Payroll Specialist I	\$41.97/hour	CFA
Payroll Specialist II	\$55.44/hour	10.00%	Payroll Specialist II	\$49.89/hour	CFA
Payroll Specialist III	\$72.75/hour	10.00%	Payroll Specialist III	\$65.47/hour	CFA
Entry-Level Financial Analyst	\$55.01/hour	10.00%	Entry-Level Financial Analyst	\$49.51/hour	CFA
Financial Analyst I	\$87.21/hour	10.00%	Financial Analyst I	\$78.49/hour	CFA
Financial Analyst II	\$100.54/hour	10.00%	Financial Analyst II	\$90.49/hour	CFA
Auditor I	\$63.12/hour	10.00%	Auditor I	\$56.81/hour	CFA
Auditor II	\$96.37/hour	10.00%	Auditor II	\$86.73/hour	CFA
Purchasing Assistant I	\$37.80/hour	10.00%	Purchasing Assistant I	\$34.02/hour	CFA
Purchasing Assistant II	\$48.45/hour	10.00%	Purchasing Assistant II	\$43.60/hour	CFA
Purchasing Assistant III	\$60.32/hour	10.00%	Purchasing Assistant III	\$54.29/hour	CFA
Procurement Specialist I	\$47.08/hour	10.00%	Procurement Specialist I	\$42.38/hour	CFA
Procurement Specialist II	\$62.01/hour	10.00%	Procurement Specialist II	\$55.81/hour	CFA
Procurement Specialist III	\$90.49/hour	10.00%	Procurement Specialist III	\$81.44/hour	CFA
Payroll Manager I	\$90.49/hour	10.00%	Payroll Manager I	\$81.44/hour	CFA
Compliance Analyst I	\$64.29/hour	10.00%	Compliance Analyst I	\$57.86/hour	CFA
Compliance Analyst II	\$80.24/hour	10.00%	Compliance Analyst II	\$72.22/hour	CFA
Management Resources (MR)					
Sr. Accountant II	\$127.78/hour	10.00%	Sr. Accountant II	\$115/hour	MR
Sr. Financial Analyst I	\$119.12/hour	10.00%	Sr. Financial Analyst I	\$107.21/hour	MR
Sr. Financial Analyst II	\$134.29/hour	10.00%	Sr. Financial Analyst II	\$120.86/hour	MR
Sr. Financial Analyst III	\$150.49/hour	10.00%	Sr. Financial Analyst III	\$135.44/hour	MR
Sr. Auditor I	\$102.04/hour	10.00%	Sr. Auditor I	\$91.84/hour	MR
Sr. Auditor II	\$131.00/hour	10.00%	Sr. Auditor II	\$117.90/hour	MR
Audit Manager I	\$146.65/hour	10.00%	Audit Manager I	\$131.99/hour	MR
Audit Manager II	\$175.59/hour	10.00%	Audit Manager II	\$158.03/hour	MR
Purchasing Manager I	\$97.47/hour	10.00%	Purchasing Manager I	\$87.72/hour	MR
Purchasing Manager II	\$123.10/hour	10.00%	Purchasing Manager II	\$110.79/hour	MR
Purchasing Manager III	\$150.49/hour	10.00%	Purchasing Manager III	\$135.44/hour	MR
Procurement Manager I	\$97.47/hour	10.00%	Procurement Manager I	\$87.72/hour	MR
Procurement Manager II	\$123.10/hour	10.00%	Procurement Manager II	\$110.79/hour	MR
Procurement Manager III	\$150.49/hour	10.00%	Procurement Manager III	\$135.44/hour	MR
Payroll Manager II	\$145.48/hour	10.00%	Payroll Manager II	\$130.93/hour	MR
Payroll Manager III	\$162.07/hour	10.00%	Payroll Manager III	\$145.86/hour	MR
Accounting Manager I	\$129.95/hour	10.00%	Accounting Manager I	\$116.96/hour	MR
Accounting Manager II	\$145.48/hour	10.00%	Accounting Manager II	\$130.93/hour	MR

Accounting Manager III	\$162.07/hour	10.00%	Accounting Manager III	\$145.86/hour	MR
Assistant Controller	\$155.94/hour	10.00%	Assistant Controller	\$140.35/hour	MR
Controller I	\$167.86/hour	10.00%	Controller I	\$151.07/hour	MR
Controller II	\$205.09/hour	10.00%	Controller II	\$184.58/hour	MR
Finance Project Manager I	\$151.61/hour	10.00%	Finance Project Manager I	\$136.45/hour	MR
Finance Project Manager II	\$179.05/hour	10.00%	Finance Project Manager II	\$161.14/hour	MR
Finance Project Manager III	\$208.37/hour	10.00%	Finance Project Manager III	\$187.54/hour	MR
Human Resources (HR) Manager II	\$110.91/hour	10.00%	Human Resources (HR) Manager II	\$99.82/hour	MR
Human Resources (HR) Manager III	\$150.83/hour	10.00%	Human Resources (HR) Manager III	\$135.74/hour	MR
Finance Director I	\$140.78/hour	10.00%	Finance Director I	\$126.71/hour	MR
Finance Director II	\$167.86/hour	10.00%	Finance Director II	\$151.07/hour	MR
Finance Director III	\$196.80/hour	10.00%	Finance Director III	\$177.12/hour	MR
Compliance Analyst III	\$128.50/hour	10.00%	Compliance Analyst III	\$115.65/hour	MR
Compliance Manager II	\$119.12/hour	10.00%	Compliance Manager II	\$107.21/hour	MR
Compliance Manager III	\$148.60/hour	10.00%	Compliance Manager III	\$133.74/hour	MR
ERP System Business Analyst I	\$140.78/hour	10.00%	ERP System Business Analyst I	\$126.71/hour	MR
ERP System Business Analyst II	\$156.67/hour	10.00%	ERP System Business Analyst II	\$141.00/hour	MR
ERP System Business Analyst III	\$173.65/hour	10.00%	ERP System Business Analyst III	\$156.28/hour	MR
ERP Project Manager System I	\$140.78/hour	10.00%	ERP Project Manager System I	\$126.71/hour	MR
ERP Project Manager System II	\$167.86/hour	10.00%	ERP Project Manager System II	\$151.07/hour	MR
ERP Project Manager System III	\$208.37/hour	10.00%	ERP Project Manager System III	\$187.54/hour	MR
Executive Consultant I	\$203.46/hour	10.00%	Executive Consultant I	\$183.12/hour	MR
Executive Consultant II	\$314.73/hour	10.00%	Executive Consultant II	\$283.26/hour	MR
Executive Consultant III	\$419.64/hour	10.00%	Executive Consultant III	\$377.68/hour	MR
Robert Half Technology (RHT)					
PC Technician I	\$39.65/hour	10.00%	PC Technician I	\$35.69/hour	RHT
PC Technician II	\$49.13/hour	10.00%	PC Technician II	\$44.22/hour	RHT
PC Technician III	\$57.14/hour	10.00%	PC Technician III	\$51.43/hour	RHT
Desktop Support Analyst I	\$51.32/hour	10.00%	Desktop Support Analyst I	\$46.19/hour	RHT
Desktop Support Analyst II	\$64.38/hour	10.00%	Desktop Support Analyst II	\$57.94/hour	RHT
Desktop Support Analyst III	\$77.11/hour	10.00%	Desktop Support Analyst III	\$69.40/hour	RHT
Help Desk I	\$45.72/hour	10.00%	Help Desk I	\$41.15/hour	RHT
Help Desk II	\$56.64/hour	10.00%	Help Desk II	\$50.97/hour	RHT
Help Desk III	\$72.67/hour	10.00%	Help Desk III	\$65.40/hour	RHT
Software Engineer/Developer I	\$102.34/hour	10.00%	Software Engineer/Developer I	\$92.10/hour	RHT
Software Engineer/Developer II	\$130.51/hour	10.00%	Software Engineer/Developer II	\$117.46/hour	RHT
Sr. Software Engineer/Developer	\$153.16/hour	10.00%	Sr. Software Engineer/Developer	\$137.85/hour	RHT
ERP/CRM Developer I	\$108.82/hour	10.00%	ERP/CRM Developer I	\$97.94/hour	RHT
ERP/CRM Developer II	\$138.74/hour	10.00%	ERP/CRM Developer II	\$124.87/hour	RHT
ERP/CRM Developer III	\$165.62/hour	10.00%	ERP/CRM Developer III	\$149.06/hour	RHT
ERP Integration Manager I	\$125.64/hour	10.00%	ERP Integration Manager I	\$113.07/hour	RHT
ERP Integration Manager II	\$159.70/hour	10.00%	ERP Integration Manager II	\$143.73/hour	RHT
ERP Integration Manager III	\$205.19/hour	10.00%	ERP Integration Manager III	\$184.67/hour	RHT
ERP Consultant I	\$186.85/hour	10.00%	ERP Consultant I	\$168.17/hour	RHT
ERP Consultant II	\$259.18/hour	10.00%	ERP Consultant II	\$233.27/hour	RHT
Project Manager/Sr. Consultant I	\$98.01/hour	10.00%	Project Manager/Sr. Consultant I	\$88.21/hour	RHT
Project Manager/Sr. Consultant II	\$155.71/hour	10.00%	Project Manager/Sr. Consultant II	\$140.14/hour	RHT
Project Manager/Sr. Consultant III	\$194.39/hour	10.00%	Project Manager/Sr. Consultant III	\$174.95/hour	RHT
Systems Administrator I	\$75.67/hour	10.00%	Systems Administrator I	\$68.10/hour	RHT
Systems Administrator II	\$103.81/hour	10.00%	Systems Administrator II	\$93.43/hour	RHT
Systems Administrator III	\$140.39/hour	10.00%	Systems Administrator III	\$126.35/hour	RHT
Systems Analyst I	\$83.12/hour	10.00%	Systems Analyst I	\$74.81/hour	RHT
Systems Analyst II	\$104.31/hour	10.00%	Systems Analyst II	\$93.88/hour	RHT

Systems Analyst III	\$134.47/hour	10.00%	Systems Analyst III	\$121.03/hour	RHT
Business Analyst I	\$88.64/hour	10.00%	Business Analyst I	\$79.78/hour	RHT
Business Analyst II	\$111.04/hour	10.00%	Business Analyst II	\$99.94/hour	RHT
Business Analyst III	\$138.63/hour	10.00%	Business Analyst III	\$124.76/hour	RHT
Data Analyst I	\$89.60/hour	10.00%	Data Analyst I	\$80.64/hour	RHT
Data Analyst II	\$113.29/hour	10.00%	Data Analyst II	\$101.96/hour	RHT
Data Analyst III	\$139.40/hour	10.00%	Data Analyst III	\$125.46/hour	RHT
Database Developer I	\$104.98/hour	10.00%	Database Developer I	\$94.48/hour	RHT
Database Developer II	\$132.50/hour	10.00%	Database Developer II	\$119.25/hour	RHT
Database Developer III	\$156.02/hour	10.00%	Database Developer III	\$140.42/hour	RHT
Data Engineer I	\$120.83/hour	10.00%	Data Engineer I	\$108.75/hour	RHT
Data Engineer II	\$153.71/hour	10.00%	Data Engineer II	\$138.34/hour	RHT
Data Engineer III	\$186.39/hour	10.00%	Data Engineer III	\$167.75/hour	RHT
Network/Cloud Administrator I	\$83.60/hour	10.00%	Network/Cloud Administrator I	\$75.24/hour	RHT
Network/Cloud Administrator II	\$106.30/hour	10.00%	Network/Cloud Administrator II	\$95.67/hour	RHT
Network/Cloud Administrator III	\$129.80/hour	10.00%	Network/Cloud Administrator III	\$116.82/hour	RHT
Network/Cloud Engineer I	\$104.02/hour	10.00%	Network/Cloud Engineer I	\$93.62/hour	RHT
Network/Cloud Engineer II	\$129.51/hour	10.00%	Network/Cloud Engineer II	\$116.56/hour	RHT
Network/Cloud Engineer III	\$157.84/hour	10.00%	Network/Cloud Engineer III	\$142.05/hour	RHT
Network/Cloud Architect I	\$129.96/hour	10.00%	Network/Cloud Architect I	\$116.97/hour	RHT
Network/Cloud Architect II	\$168.44/hour	10.00%	Network/Cloud Architect II	\$151.59/hour	RHT
Network/Cloud Architect III	\$207.16/hour	10.00%	Network/Cloud Architect III	\$186.44/hour	RHT
Robert Half Creative (RHC)					
Graphic Designer I	\$50.05/hour	10.00%	Graphic Designer I	\$45.05/hour	RHC
Graphic Designer II	\$68.30/hour	10.00%	Graphic Designer II	\$61.47/hour	RHC
Graphic Designer III	\$95.19/hour	10.00%	Graphic Designer III	\$85.68/hour	RHC
Copywriter I	\$62.08/hour	10.00%	Copywriter I	\$55.87/hour	RHC
Copywriter II	\$79.72/hour	10.00%	Copywriter II	\$71.75/hour	RHC
Copywriter III	\$95.17/hour	10.00%	Copywriter III	\$85.66/hour	RHC
Production Artist I	\$50.77/hour	10.00%	Production Artist I	\$45.70/hour	RHC
Production Artist II	\$63.22/hour	10.00%	Production Artist II	\$56.90/hour	RHC
Production Artist III	\$72.03/hour	10.00%	Production Artist III	\$64.83/hour	RHC
User Experience (UX) Designer I	\$92.16/hour	10.00%	User Experience (UX) Designer I	\$82.95/hour	RHC
User Experience (UX) Designer II	\$117.05/hour	10.00%	User Experience (UX) Designer II	\$105.34/hour	RHC
User Experience (UX) Designer III	\$145.88/hour	10.00%	User Experience (UX) Designer III	\$131.29/hour	RHC
Proofreader I	\$46.20/hour	10.00%	Proofreader I	\$41.58/hour	RHC
Proofreader II	\$57.89/hour	10.00%	Proofreader II	\$52.10/hour	RHC
Proofreader III	\$76.81/hour	10.00%	Proofreader III	\$69.12/hour	RHC
Project Manager I – Marketing and Creative	\$65.69/hour	10.00%	Project Manager I – Marketing and Creative	\$59.12/hour	RHC
Project Manager II – Marketing and Creative	\$83.02/hour	10.00%	Project Manager II – Marketing and Creative	\$74.72/hour	RHC
Project Manager III – Marketing and Creative	\$102.20/hour	10.00%	Project Manager III – Marketing and Creative	\$91.98/hour	RHC
Presentation Designer I	\$57.99/hour	10.00%	Presentation Designer I	\$52.19/hour	RHC
Presentation Designer II	\$76.68/hour	10.00%	Presentation Designer II	\$69.01/hour	RHC
Presentation Designer III	\$90.23/hour	10.00%	Presentation Designer III	\$81.21/hour	RHC
Web Designer I	\$63.77/hour	10.00%	Web Designer I	\$57.39/hour	RHC
Web Designer II	\$80.49/hour	10.00%	Web Designer II	\$72.44/hour	RHC
Web Designer III	\$102.72/hour	10.00%	Web Designer III	\$92.44/hour	RHC
Marketing Coordinator I	\$46.68/hour	10.00%	Marketing Coordinator I	\$42.01/hour	RHC
Marketing Coordinator II	\$62.71/hour	10.00%	Marketing Coordinator II	\$56.44/hour	RHC
Marketing Coordinator III	\$78.27/hour	10.00%	Marketing Coordinator III	\$70.44/hour	RHC
Marketing Manager I	\$86.39/hour	10.00%	Marketing Manager I	\$77.75/hour	RHC
Marketing Manager II	\$109.18/hour	10.00%	Marketing Manager II	\$98.26/hour	RHC
Marketing Manager III	\$131.84/hour	10.00%	Marketing Manager III	\$118.66/hour	RHC

Digital Marketing Specialist I	\$54.62/hour	10.00%	Digital Marketing Specialist I	\$49.16/hour	RHC
Digital Marketing Specialist II	\$68.81/hour	10.00%	Digital Marketing Specialist II	\$61.93/hour	RHC
Digital Marketing Specialist III	\$83.73/hour	10.00%	Digital Marketing Specialist III	\$75.36/hour	RHC
Front End Developer I	\$81.82/hour	10.00%	Front End Developer I	\$73.63/hour	RHC
Front End Developer II	\$104.61/hour	10.00%	Front End Developer II	\$94.14/hour	RHC
Front End Developer III	\$127.68/hour	10.00%	Front End Developer III	\$114.91/hour	RHC
Robert Half Legal (RHL)					
Legal Assistant I	\$47.16/hour	10.00%	Legal Assistant I	\$42.44/hour	RHL
Legal Assistant II	\$57.39/hour	10.00%	Legal Assistant II	\$51.65/hour	RHL
Legal Assistant III	\$68.99/hour	10.00%	Legal Assistant III	\$62.09/hour	RHL
Sr. Legal Assistant	\$76.01/hour	10.00%	Sr. Legal Assistant	\$68.41/hour	RHL
Entry/Junior Paralegal	\$45.80/hour	10.00%	Entry/Junior Paralegal	\$41.22/hour	RHL
Paralegal I	\$57.63/hour	10.00%	Paralegal I	\$51.86/hour	RHL
Paralegal II	\$88.42/hour	10.00%	Paralegal II	\$79.58/hour	RHL
Sr. Paralegal	\$99.49/hour	10.00%	Sr. Paralegal	\$89.54/hour	RHL
Contracts Administrator I	\$53.96/hour	10.00%	Contracts Administrator I	\$48.57/hour	RHL
Contracts Administrator II	\$83.47/hour	10.00%	Contracts Administrator II	\$75.12/hour	RHL
Contracts Administrator III	\$110.77/hour	10.00%	Contracts Administrator III	\$99.70/hour	RHL
Contracts Manager I	\$76.18/hour	10.00%	Contracts Manager I	\$68.56/hour	RHL
Contracts Manager II	\$106.76/hour	10.00%	Contracts Manager II	\$96.08/hour	RHL
Contracts Manager III	\$140.98/hour	10.00%	Contracts Manager III	\$126.89/hour	RHL
Compliance Manager I	\$82.53/hour	10.00%	Compliance Manager I	\$74.28/hour	RHL
Attorney/Lawyer I	\$88.20/hour	10.00%	Attorney/Lawyer I	\$79.38/hour	RHL
Attorney/Lawyer II	\$112.69/hour	10.00%	Attorney/Lawyer II	\$101.42/hour	RHL
Attorney/Lawyer III	\$132.66/hour	10.00%	Attorney/Lawyer III	\$119.39/hour	RHL
Attorney/Lawyer IV	\$163.64/hour	10.00%	Attorney/Lawyer IV	\$147.28/hour	RHL
Attorney/Lawyer V	\$189.30/hour	10.00%	Attorney/Lawyer V	\$170.37/hour	RHL

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement:

Title

RESOLUTION 2026-018 SUPPORTING SENATE BILL 382 AND HOUSE BILL 243 WHICH STRENGTHENS REGULATIONS FOR ELECTRIC BICYCLES, SCOOTERS, AND MOTORCYCLES (SPONSORED BY VICE MAYOR THOMAS)

Summary

This resolution supports Senate Bill 382 and House Bill 243 which strengthens regulations for electric bicycles, scooters, and motorcycles.

Staff Recommendation

Background:

A resolution of the City Commission of Lauderdale Lakes, Florida, supports the Florida legislature's enactment of Senate Bill 382 and House Bill 243 relating to electric bicycles, expressing support for enhanced pedestrian safety requirements, speed limitations, data collection, and the creation of the electric bicycle safety task force.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Vice Mayor Sharon Thomas, Office of the Mayor and City Commission

Meeting Date: 2/24/2026

ATTACHMENTS:

Description	Type
Resolution 2026-018 Supporting Senate Bill 382 and House Bill 243 Strengthening Regulations for Electric Bicycles Scooters and Motorcycles	Resolution
Exhibit A - Florida Senate Bill 382	Exhibit
Exhibit A - Florida House Bill 243	Exhibit

1 RESOLUTION 2026-018

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA, SUPPORTING THE FLORIDA LEGISLATURE’S ENACTMENT OF
5 SENATE BILL 382 AND HOUSE BILL 243 RELATING TO ELECTRIC BICYCLES;
6 EXPRESSING SUPPORT FOR ENHANCED PEDESTRIAN SAFETY
7 REQUIREMENTS, SPEED LIMITATIONS, DATA COLLECTION, AND THE
8 CREATION OF THE ELECTRIC BICYCLE SAFETY TASK FORCE; COPIES OF
9 SENATE BILL 382 AND HOUSE BILL 243 ARE ATTACHED HERETO AS
10 **COMPOSITE EXHIBIT A**, COPIES OF WHICH CAN BE INSPECTED IN THE
11 OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS;
12 PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN
13 EFFECTIVE DATE.
14

15 WHEREAS, the City of Lauderdale Lakes (“City”) is committed to protecting the health,
16 safety, and welfare of its residents, visitors, pedestrians, and motorists, particularly on sidewalks,
17 shared pathways, and public rights-of-way;

18 WHEREAS, during the 2026 Florida Legislative Session, Senator Keith Truenow (R)
19 introduced Senate Bill 382 and Representative Yvette Benarroch (R) introduced House Bill 243,
20 both relating to the regulation and safe operation of electric bicycles;

21 WHEREAS, Senate Bill 382 and House Bill 243 seek to amend section 316.20655, Florida
22 Statutes, to establish statewide operational requirements for electric bicycles on shared
23 pathways, sidewalks, and other areas designated for pedestrian use;

24 WHEREAS, the intent of Senate Bill 382 and House Bill 243 is to require operators of
25 electric bicycles on shared pathways that are not adjacent to a roadway, including those located
26 in parks and recreational areas, to yield the right-of-way to pedestrians and to give an audible
27 signal before overtaking and passing a pedestrian;

28

1 WHEREAS, Senate Bill 382 and House Bill 243 further prohibit the operation of an electric
2 bicycle at a speed greater than ten (10) miles per hour on sidewalks or other pedestrian-
3 designated areas when a pedestrian is within fifty (50) feet of the electric bicycle;

4 WHEREAS, violations of these operational requirements are designated as noncriminal
5 traffic infractions, punishable as nonmoving violations, thereby providing a uniform enforcement
6 mechanism across the State of Florida;

7 WHEREAS, Senate Bill 382 and House Bill 243 create the Electric Bicycle Safety Task Force
8 adjunct to the Department of Highway Safety and Motor Vehicles for the purpose of examining
9 and recommending improvements to state law and the regulatory framework governing electric
10 bicycles;

11 WHEREAS, the Task Force is charged with developing legislative recommendations
12 designed to improve traffic safety for electric bicycle operators, pedestrians, and other roadway
13 and pathway users, and to reduce traffic incidents, injuries, and fatalities;

14 WHEREAS, Senate Bill 382 and House Bill 243 further require the Florida Highway Patrol
15 and local law enforcement agencies to collect and report data on traffic crashes involving electric
16 bicycles, including information related to bicycle classification, operator age, and licensure
17 status;

18 WHEREAS, the City Lakes recognizes the growing use of electric bicycles and similar
19 devices and the importance of clear, consistent, and enforceable statewide standards to protect
20 public safety; and

1 SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its
2 final passage.

3 ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
4 MEETING HELD FEBRUARY 24, 2026.

5 _____
6 VERONICA EDWARDS PHILLIPS, MAYOR

7
8 ATTEST:

9
10
11 _____, CMC, Deputy City Clerk, for
12 VENICE HOWARD, MPA, MMC, CITY CLERK

13
14 Approved as to form and legality
15 for the use of and reliance by the
16 City of Lauderdale Lakes only:

17
18 _____
19 SIDNEY C. CALLOWAY, CITY ATTORNEY
20 Sponsored by: Vice Mayor Sharon Thomas

21
22
23
24 **VOTE:**

25
26 Mayor Veronica Edwards Phillips _____ (For) _____ (Against) _____ (Other)
27 Vice-Mayor Sharon Thomas _____ (For) _____ (Against) _____ (Other)
28 Commissioner Tycie Causwell _____ (For) _____ (Against) _____ (Other)
29 Commissioner Easton Harrison _____ (For) _____ (Against) _____ (Other)
30 Commissioner Karlene Maxwell-Williams _____ (For) _____ (Against) _____ (Other)

By the Committee on Transportation; and Senator Truenow

596-02023-26

2026382c1

1 A bill to be entitled
2 An act relating to electric bicycles; amending s.
3 316.20655, F.S.; providing requirements for the
4 operation of electric bicycles; prohibiting the
5 operation of an electric bicycle above a certain speed
6 under certain circumstances; providing penalties;
7 creating the Electric Bicycle Safety Task Force
8 adjunct to the Department of Highway Safety and Motor
9 Vehicles; requiring the department to provide
10 administrative and support staff support services to
11 the task force; providing the purpose of the task
12 force; providing the composition of the task force;
13 requiring the appointment of task force members within
14 a specified timeframe; providing the manner in which
15 task force vacancies must be filled; requiring that
16 the task force convene within a certain timeframe;
17 requiring the task force to meet at least monthly;
18 providing requirements for the time and place of the
19 task force meetings; providing that members of the
20 task force are entitled to reimbursement for per diem
21 and travel expenses; requiring the task force to
22 develop and submit a certain report to the Governor
23 and Legislature by a specified date; providing for the
24 dissolution of the task force; providing for the
25 future expiration of specified provisions; requiring
26 the Florida Highway Patrol and each police department
27 and sheriff's office to maintain a certain list,
28 beginning on a certain date; providing requirements
29 for the list; requiring each police department and

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2026382c1

30 sheriff's office to submit a certain report to the
31 department by a specified date; requiring the
32 department to provide a certain report to the Governor
33 and Legislature by a specified date; providing
34 effective dates.

35
36 Be It Enacted by the Legislature of the State of Florida:

37
38 Section 1. Effective July 1, 2026, subsection (10) is added
39 to section 316.20655, Florida Statutes, to read:

40 316.20655 Electric bicycle regulations.—

41 (10) (a) A person operating an electric bicycle on a shared
42 pathway that is not located adjacent to a roadway, including a
43 shared pathway located in a park or recreational area, shall
44 yield to pedestrians and shall give an audible signal before
45 overtaking and passing a pedestrian.

46 (b) A person operating an electric bicycle on a sidewalk or
47 any other area designated for pedestrian use may not operate the
48 electric bicycle at a speed greater than 10 miles per hour if a
49 pedestrian is within 50 feet of the electric bicycle.

50 (c) A person who fails to comply with this subsection
51 commits a noncriminal traffic infraction, punishable as a
52 nonmoving violation as provided in chapter 318.

53 Section 2. Electric Bicycle Safety Task Force.—

54 (1) CREATION.—The Electric Bicycle Safety Task Force, a
55 task force as defined in s. 20.03(5), Florida Statutes, is
56 created adjunct to the Department of Highway Safety and Motor
57 Vehicles. The department shall provide administrative and staff
58 support services related to the functions of the task force.

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59 (2) PURPOSE.—The purpose of the task force is to examine
60 and recommend improvements to state law and regulatory framework
61 governing electric bicycles in order to encourage the safe
62 operation of electric bicycles and to prevent traffic incidents,
63 injuries, and fatalities involving such bicycles.

64 (3) MEMBERSHIP; MEETINGS.—

65 (a) The task force shall be composed of the executive
66 director of the Department of Highway Safety and Motor Vehicles,
67 or his or her designee; the secretary of the Department of
68 Transportation, or his or her designee; and the following
69 members, who shall be appointed by the executive director of the
70 Department of Highway Safety and Motor Vehicles:

71 1. A representative from the Florida Sheriffs Association.

72 2. A representative from the Florida Police Chiefs
73 Association.

74 3. A representative from the electric bicycle industry.

75 4. A representative from the Florida League of Cities.

76 5. A representative from the Florida Association of
77 Counties.

78 6. A representative from the medical field with experience
79 relating to treating bicycle and pedestrian injuries.

80 7. A representative from an organization involved in
81 efforts to prevent bicycle, including electric bicycle, injuries
82 and fatalities.

83 (b) Appointments to the task force must be made within 15
84 days after the effective date of this act.

85 (c) The executive director of the department, or his or her
86 designee, shall chair the task force. Any vacancy on the task
87 force must be filled in the same manner as the original

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88 appointment.

89 (d) The task force shall convene no later than 30 days
90 after the effective date of this act. The task force shall meet
91 at least monthly, but may meet more frequently at the call of
92 the chair. At least one meeting of the task force must occur in
93 each of the following regions of the state: North Florida,
94 Central Florida, and South Florida. All meetings shall be held
95 at the time and place designated by the chair.

96 (e) Members of the task force shall serve without
97 compensation but are entitled to receive reimbursement for per
98 diem and travel expenses pursuant to s. 112.061, Florida
99 Statutes.

100 (4) REPORT.—The task force shall develop a report that
101 includes legislative recommendations for improvements to state
102 law and the regulatory framework governing electric bicycles.
103 The report must take into account methods to improve traffic
104 safety for electric bicycle operators and riders, pedestrians,
105 and other vehicle operators through reasonable measures designed
106 to reduce traffic incidents, injuries, and fatalities. Before
107 October 1, 2026, the task force shall submit the report to the
108 Governor, the President of the Senate, and the Speaker of the
109 House of Representatives. Upon submission of the report, the
110 task force is dissolved.

111 (5) EXPIRATION.—This section expires October 1, 2026.
112 Section 3. (1) Beginning 30 days after the effective date
113 of this act, the Florida Highway Patrol and each police
114 department and sheriff's office shall maintain a list of all
115 traffic crashes that the respective agency investigates which
116 involve an electric bicycle. Any such traffic crash must be

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117 included in the list, regardless of whether the crash is
118 reported on a Florida Traffic Crash Report, Long Form; short-
119 form crash report; or driver exchange-of-information form. The
120 list must contain the following information for each traffic
121 crash:

122 (a) Date and time of the crash.

123 (b) Class of electric bicycle involved in the crash.

124 (c) Age of the electric bicycle operator involved in the
125 crash.

126 (d) If known, whether the electric bicycle operator
127 possessed a valid Florida learner's driver license or driver
128 license at the time of the crash.

129 (2) By October 15, 2026, each police department and
130 sheriff's office shall submit a report to the Department of
131 Highway Safety and Motor Vehicles which contains the list
132 required under subsection (1) of traffic crashes investigated by
133 the respective police department or sheriff's office from the
134 beginning of the reporting period to September 30, 2026. The
135 report must be submitted in a form and manner determined by the
136 department.

137 (3) By October 31, 2026, the Department of Highway Safety
138 and Motor Vehicles shall submit to the Governor, the President
139 of the Senate, and the Speaker of the House of Representatives a
140 report summarizing the reports submitted to the department
141 pursuant to subsection (2) and including the list created by the
142 Florida Highway Patrol pursuant to subsection (1). The report
143 must separate the traffic crash data by county and list the
144 reporting law enforcement agencies within each county.

145 Section 4. Except as otherwise provided in this act, this

596-02023-26

2026382c1

146 act shall take effect upon becoming a law.

1 A bill to be entitled
2 An act relating to electric bicycles; amending s.
3 316.20655, F.S.; providing requirements for the
4 operation of electric bicycles; providing penalties;
5 creating s. 316.20658, F.S.; creating the Electric
6 Bicycle Safety Task Force adjunct to the Department of
7 Highway Safety and Motor Vehicles; requiring the
8 department to provide staff to assist the task force;
9 providing the purpose of the task force; providing for
10 the membership of the task force and the appointment
11 of task force members; providing a timeline in which
12 appointments must be made and the manner in which
13 vacancies on the task force must be filled; requiring
14 that the task force convene within a specified
15 timeframe; providing requirements for the time and
16 location of the task force meetings; providing for
17 members of the task force to be reimbursed for per
18 diem and travel expenses; requiring a report to the
19 Governor and Legislature by a specified date;
20 providing for the expiration of the task force;
21 providing for future repeal; requiring certain law
22 enforcement agencies to maintain certain statistics
23 during a specified timeframe; requiring certain law
24 enforcement agencies to submit a report to the
25 department by a specified date; requiring the

26 department to submit a report to the Governor and
 27 Legislature by a specified date; providing effective
 28 dates.

30 Be It Enacted by the Legislature of the State of Florida:

31
 32 **Section 1. Effective July 1, 2026, subsection (10) is**
 33 **added to section 316.20655, Florida Statutes, to read:**

34 316.20655 Electric bicycle regulations.—

35 (10) (a) A person operating an electric bicycle on a shared
 36 pathway that is not located adjacent to a roadway, including a
 37 shared pathway located in a park or recreational area, must
 38 yield to any pedestrian and must give an audible signal before
 39 overtaking and passing such pedestrian.

40 (b) A person operating an electric bicycle on a sidewalk
 41 or any other area designated for pedestrian use may not operate
 42 an electric bicycle at a speed greater than 10 miles per hour
 43 when a pedestrian is within 50 feet of the electric bicycle.

44 (c) A person who fails to comply with this subsection
 45 commits a noncriminal traffic infraction, punishable as a
 46 nonmoving violation as provided in chapter 318.

47 **Section 2. Section 316.20658, Florida Statutes, is created**
 48 **to read:**

49 316.20658 Electric Bicycle Safety Task Force.—

50 (1) CREATION.—The Electric Bicycle Safety Task Force, a

51 task force as defined in s. 20.03(5), is created adjunct to the
52 department. The department shall provide administrative and
53 staff support services related to the functions of the task
54 force.

55 (2) PURPOSE.—The purpose of the task force is to examine
56 and recommend improvements to state law and the regulatory
57 framework governing electric bicycles in order to encourage the
58 safe operation of electric bicycles and to prevent traffic
59 incidents, injuries, and fatalities involving such bicycles.

60 (3) MEMBERSHIP; MEETINGS.—

61 (a) The task force shall be composed of the executive
62 director of the department, or his or her designee; the
63 Secretary of Transportation, or his or her designee; and the
64 following members, who shall be appointed by the executive
65 director:

66 1. A representative from the Florida Sheriffs Association.

67 2. A representative from the Florida Police Chiefs
68 Association.

69 3. A representative from the electric bicycle industry.

70 4. A representative from the Florida League of Cities.

71 5. A representative from the Florida Association of
72 Counties.

73 6. A representative from the medical field with experience
74 in treating bicyclist and pedestrian injuries.

75 7. A representative from an organization involved in

76 efforts to prevent injuries and fatalities involving bicycles,
77 including electric bicycles.

78 (b) Appointments to the task force shall be made within 15
79 days after this act becomes a law.

80 (c) The executive director of the department, or his or
81 her designee, shall chair the task force, and a vacancy on the
82 task force shall be filled in the same manner as the original
83 appointment.

84 (d) The task force shall convene no later than 30 days
85 after this act becomes a law. The task force shall meet at least
86 monthly but may meet more frequently at the call of the chair.
87 At least one meeting of the task force shall occur in each of
88 the following regions of this state: North Florida, Central
89 Florida, and South Florida. All meetings shall be held at the
90 time and place designated by the chair.

91 (e) Members of the task force shall serve without
92 compensation but shall be entitled to receive reimbursement for
93 per diem and travel expenses pursuant to s. 112.061.

94 (4) REPORT.—The task force shall prepare a report that
95 includes legislative recommendations for improvements to state
96 law and the regulatory framework governing electric bicycles.
97 The report should take into account methods to improve traffic
98 safety for electric bicycle operators and riders, pedestrians,
99 and other vehicle operators through reasonable measures designed
100 to reduce traffic incidents, injuries, and fatalities.

101 (a) Before October 1, 2026, the task force shall submit
 102 the report to the Governor, the President of the Senate, and the
 103 Speaker of the House of Representatives.

104 (b) Upon submission of the report, the task force shall
 105 expire.

106 (5) REPEAL.—This section is repealed October 1, 2026.

107 **Section 3.** (1) Beginning 30 days after this act becomes a
 108 law, the Florida Highway Patrol and each police department and
 109 sheriff's office in this state must maintain a list of all the
 110 traffic crashes that each respective agency investigates which
 111 involve an electric bicycle. Each electric bicycle crash must be
 112 included in the list regardless of whether the crash is reported
 113 on a long or short form traffic crash report or a driver
 114 exchange-of-information form. Each entry in the list must
 115 contain the following information concerning each traffic crash
 116 involving an electric bicycle:

117 (a) The date and time of the crash.

118 (b) The class of electric bicycle involved in the crash.

119 (c) The age of the electric bicycle operator involved in
 120 the crash.

121 (d) If known, whether the electric bicycle operator
 122 possessed a valid Florida learner's driver license or driver
 123 license at the time of the crash.

124 (2) By October 15, 2026, each police department and
 125 sheriff's office in this state must submit a report to the

126 Department of Highway Safety and Motor Vehicles which contains a
127 list of all electric bicycle crashes investigated by each agency
128 from the beginning of the reporting period through September 30,
129 2026. The information must be submitted in a form and manner
130 determined by the department.

131 (3) By October 31, 2026, the department must submit a
132 report to the Governor, the President of the Senate, and the
133 Speaker of the House of Representatives summarizing the reports
134 submitted to the department pursuant to subsection (2) and
135 include in the report the list maintained by the Florida Highway
136 Patrol. The report must separate the electric bicycle crash data
137 by county, listing the reporting law enforcement agencies within
138 each county.

139 **Section 4.** Except as otherwise expressly provided in this
140 act, this act shall take effect upon becoming a law.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2026-019 AUTHORIZING THE USE OF THE CITY LOGO ON PROMOTIONAL MATERIALS FOR THE BRUNCH & LEARN EXPO PRESENTED BY THE CITY OF LAUDERHILL IN PARTNERSHIP WITH BROWARD COUNTY PUBLIC SCHOOLS ECONOMIC DEVELOPMENT, OPPORTUNITIES AND COMPLIANCE

Summary

The resolution approves the use of the city logo on promotional materials for the Brunch & Learn Expo presented by the City of Lauderhill in partnership with Broward County Public Schools, Economic Development, Opportunities and Compliance to be held on March 25, 2026.

Staff Recommendation

Background:

The City of Lauderdale Lakes has been invited to participate in the upcoming Brunch & Learn Expo presented by the City of Lauderhill and Broward County Public Schools Economic Development, Opportunities & Compliance to be held on March 25, 2026, from 10:00 AM – 2:00 PM at Ken Thurston Inverrary Community Center.

The event brings together entrepreneurs, startups, creatives, local businesses, and young professionals to connect with valuable resources, certification opportunities, and potential partnerships. Neighboring cities, counties, and regional organizations have also been invited to engage their business communities and strengthen cross-city collaboration.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Vielka Buchanan, Economic Development Manager / Community Redevelopment Agency

Meeting Date: 2/24/2026

ATTACHMENTS:

Description	Type
☐ Resolution 2026-019 Authorizing City's Name Logo for the Brunch Learn Expo Hosted by City of Lauderhill BCPS	Resolution
☐ Bruch & Learn Expo Flyer	Backup Material

1 RESOLUTION 2026-019

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING AND AUTHORIZING THE JOINT COLLABORATION
5 BETWEEN THE CITY OF LAUDERDALE LAKES' ("CITY"), THE CITY OF
6 LAUDERHILL, AND BROWARD COUNTY PUBLIC SCHOOLS ECONOMIC
7 DEVELOPMENT & OPPORTUNITIES COMPLIANCE DEPARTMENT, TO HOST
8 AN EVENT ENTITLED "BRUNCH & LEARN EXPO" ON WEDNESDAY, MARCH
9 25, 2026 AT KEN THURSTON INVERRARY COMMUNITY CENTER,
10 SPECIFICALLY FOR THE BENEFIT OF LAUDERDALE LAKES AND BROWARD
11 COUNTY ENTREPRENEURS AND PROFESSIONALS; FURTHER AUTHORIZING
12 THE LIMITED USE OF THE CITY'S NAME AND LOGO IN CERTAIN WRITTEN
13 PUBLICATIONS SPECIFICALLY INTENDED TO MARKET AND ADVERTISE THE
14 EVENT FOR THE LIMITED PERIOD BEGINNING FEBRUARY 24, 2026 AND
15 TERMINATING ON MARCH 26, 2026; PROVIDING FOR THE ADOPTION OF
16 RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK;
17 PROVIDING AN EFFECTIVE DATE.
18

19 WHEREAS, pursuant to the Code of Ordinances, City of Lauderdale Lakes, Florida
20 ("Lauderdale Lakes Code"), Chapter 2, Article I, Section 2-5, the use of the name, logo, slogan,
21 emblem or registered trademark of the City of Lauderdale Lakes (the "City") in connection with
22 any public or private event not wholly controlled by the City must be granted pursuant to a
23 resolution of the city commission;

24 WHEREAS, the City has been invited to participate in the upcoming Brunch & Learn EXPO
25 presented by the City of Lauderhill in partnership with Broward County Public Schools Economic
26 Development & Opportunities Compliance Department;

27 WHEREAS, the Brunch & Learn EXPO is scheduled to be held on Wednesday, March 25,
28 2026, from 10:00 a.m. to 2:00 p.m. at Ken Thurston Inverrary Community Center, 3300 Inverrary
29 Blvd, Lauderhill, 33319;

1 WHEREAS, the event is designed to support and engage entrepreneurs, startups,
2 creatives, local businesses, and young professionals to connect with valuable resources,
3 certification opportunities, and potential partnerships;

4 WHEREAS, participants will have the opportunity to learn about local funding
5 opportunities and RFPs, learn how to become a certified BCPS vendor; connect with business
6 resources, and walk away with opportunities and partnerships for their business;

7 WHEREAS, the event will bring together neighboring municipalities, counties, and
8 regional organizations as a means to strengthen cross-city collaboration and advance economic
9 development initiatives; and

10 WHEREAS, the City Commission of the City of Lauderdale Lakes finds that authorizing the
11 use of the City’s name and official logo on promotional materials for the Brunch & Learn EXPO
12 serves a valid public purpose by supporting economic development initiatives and enhancing
13 regional partnerships.

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

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

18 SECTION 2. AUTHORIZATION: The City Commission of Lauderdale Lakes hereby
19 approves and authorizes the City’s collaboration with the City of Lauderhill and Broward County
20 Public Schools Economic Development & Opportunities Compliance Department to effectuate
21 and host a networking event entitled “*Brunch & Learn Expo*,” focused on empowering and
22 supporting entrepreneurs and young professionals. The City Commission further authorizes the

1 limited and conditional use of the City’s name and logo in reasonably appropriate written and
2 digital publications specifically intended to market and advertise the event, with such
3 authorization beginning on February 24, 2026, and terminating on March 26, 2026.

4 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and
5 other appropriate City Officials are hereby authorized to take any and all actions necessary to
6 effectuate the intent of this Resolution.

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11 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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1 SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its
2 final passage.

3 ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
4 MEETING HELD FEBRUARY 24, 2026.

5
6
7 _____
8 VERONICA EDWARDS PHILLIPS, MAYOR
9

10 ATTEST:

11
12
13 _____, CMC, Deputy City Clerk, for
14 VENICE HOWARD, MPA, MMC, FCRM
15 CITY CLERK
16

17 Approved as to form and legality
18 for the use of and reliance by the
19 City of Lauderdale Lakes only:
20

21 _____
22 SIDNEY C. CALLOWAY, CITY ATTORNEY
23

24 Sponsored by: Vielka Buchanan, Economic Development Manager, Community Redevelopment
25 Agency
26

27 **VOTE:**

28
29 Mayor Veronica Edwards Phillips _____ (For) _____ (Against) _____ (Other)
30 Vice-Mayor Sharon Thomas _____ (For) _____ (Against) _____ (Other)
31 Commissioner Tycie Causwell _____ (For) _____ (Against) _____ (Other)
32 Commissioner Easton Harrison _____ (For) _____ (Against) _____ (Other)
33 Commissioner Karlene Maxwell-Williams _____ (For) _____ (Against) _____ (Other)



RSVP NOW & SECURE YOUR SPOT



<https://bit.ly/BrunchLearnEXPO>

BRUNCH & LEARN EXPO

NETWORK • LEARN • GROW YOUR BRAND

PRESENTED BY: THE CITY OF LAUDERHILL & BROWARD COUNTY PUBLIC SCHOOLS
ECONOMIC DEVELOPMENT, OPPORTUNITIES & COMPLIANCE



DATE:
Wednesday,
March 25, 2026



TIME:
10:00 a.m.
– 2:00 p.m.



LOCATION:
Ken Thurston Inverrary
Community Center, 3300 Inverrary
Blvd, Lauderhill, FL 33319

WHO SHOULD ATTEND:

- Entrepreneurs
- Startups & Creatives
- Local Businesses
- Young Professionals

WHAT YOU'LL GAIN:

- Learn about local funding opportunities & RFPs
- Learn how to become a certified BCPS vendor
- Connect with business resources
- Walk away with opportunities & partnerships for your business

VENDORS & PARTNERS



MORE FEATURED VENDORS TO BE ANNOUNCED



CONTACT INFORMATION:

BROWARD COUNTY PUBLIC SCHOOLS

754-321-0770

SDOPOutreach@browardschools.com

CITY OF LAUDERHILL

954-730-3041

ecodev@lauderhill-fl.gov

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The City of Lauderhill will provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990. If a special accommodation or alternative format is needed, please call 954-730-3000 for assistance.