



City of Lauderdale Lakes

Office of the City Clerk

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

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

CITY COMMISSION WORKSHOP AGENDA

City Commission Chambers

March 9, 2026

5:00 PM

Please join the meeting via Zoom

<https://us06web.zoom.us/j/84032644802>

Please join the meeting via telephone:

1 305 224 1968 or 1 646 558 8656

Meeting ID: 840 3264 4802

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **DISCUSSION**

REVIEW OF THE MARCH 10, 2026 CITY COMMISSION MEETING AGENDA

4. **DISCUSSION OF PROPOSED ORDINANCE(S)**

5. **ADDITIONAL WORKSHOP ITEMS**

A. ADVISORY BOARDS' PRESENTATION TO THE CITY COMMISSION (HISTORIC PRESERVATION BOARD, PARKS AND RECREATION ADVISORY BOARD, PLANNING AND ZONING BOARD AND SCHOOL ADVISORY BOARD (6:00 P.M. TIME CERTAIN)

This is an update from the Historic Preservation Board, Parks and Recreation Advisory Board, Planning and Zoning Board and School Advisory Board.

B. DISCUSSION REGARDING THE DESIGN OF THE ALCEE HASTINGS PARKWAY PROJECT

This is a discussion regarding the design of the Alcee Hastings Parkway project.

C. DISCUSSION REGARDING A COMPREHENSIVE FLEET INVENTORY

This is a discussion regarding a comprehensive inventory of the city's fleet.

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

This is a discussion regarding a lease to own arrangement for the Oakland Villas Clubhouse.

E. DISCUSSION REGARDING THE AWARD OF RFQ 22-3110-07Q - LIBRARY OF PROFESSIONAL SERVICES CONSULTANTS

This is a discussion on the award RFQ 22-3110-07Q - Library of Professional Services Consultants.

F. DISCUSSION AUTHORIZING A CONTRACT AWARD TO AIDING WITH CARE HEALTH SERVICES INC. ON AN AS-NEEDED BASIS FOR THE CITY OF LAUDERDALE LAKES

ALZHEIMER'S CARE CENTER, AFTER COMPLETING THE SOLICITATION ITB 26-3410-21B CITYWIDE NURSING SERVICES AS THE LOWEST RESPONSIBLE AND RESPONSIVE VENDOR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED AND FORTY THOUSAND DOLLARS AND ZERO CENTS (\$140,000.00) BEGINNING OCTOBER 1, 2026 FOR A THREE (3) YEAR TERM WITH TWO (2) ONE (1) YEAR OPTIONS TO RENEW

This is a discussion authorizing a contract award to Aiding with Care Health Services Inc. on an as-needed basis for the City of Lauderdale Lakes Alzheimer's Care Center, after completing the solicitation ITB 26-3410-21B Citywide Nursing Services as the lowest responsible and responsive vendor In an amount not to exceed \$140,000.00 dollars (\$140,000.00) beginning October 1, 2026 for a three (3) year term with two (2) one (1) year options to renew.

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

This is a continued discussion regarding the use of City facilities.

H. DISCUSSION REGARDING POTENTIAL BALLOT QUESTIONS FOR THE NOVEMBER 3, 2026 ELECTION

This is a discussion regarding potential ballot questions for the November 3, 2026, election.

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

This is a discussion regarding the initiation of a comprehensive rewrite of the City's Land Development Regulation Code (LDR) and obtain policy direction from the City Commission regarding scope, priorities, and desired outcomes.

J. DISCUSSION REGARDING CHAPTER 13 OF THE LAND DEVELOPMENT REGULATIONS RELATED TO COMMUNITY DEVELOPMENT FEES

This is a discussion regarding four areas of the community development fee schedule as it relates to Archiving Fees, Plan Review Fees, Landscaping permit fees and Contractor Registration Fees.

K. DISCUSSION REGARDING THE STATUS ON THE HIRING OF THE NEW CITY MANAGER (SPONSORED BY MAYOR EDWARDS PHILLIPS)

This is a continued discussion regarding the status on the hiring of the new city manager.

L. DISCUSSION REGARDING CITY OF WESTON RESOLUTION NO. 2026-12 OPPOSING SENATE BILL 1366 AND ANY OTHER LEGISLATION THAT WOULD INCREASE THE STATUTORY LIMITS ON LIABILITY FOR TORT CLAIMS AGAINST LOCAL GOVERNMENTS (SPONSORED BY MAYOR EDWARDS PHILLIPS)

This is a discussion regarding the City of Weston Resolution No. 2026-12 opposing Senate Bill 1366 and any other legislation that would increase the statutory limits on liability for tort claims against local governments.

6. REPORTS

A. PETITIONS FROM THE PUBLIC

Mark Spence - concerns with special events form relative to fees associated with bounce houses and generators

FUTURE MEETINGS:

The next scheduled City Commission Workshop will take place March 23, 2026 at 5 p.m.

The next scheduled City Commission Meeting will take place on March 24, 2026 at 7 p.m.

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

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

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

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

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

| Title |
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|---|
| ADVISORY BOARDS' PRESENTATION TO THE CITY COMMISSION (HISTORIC PRESERVATION BOARD, PARKS AND RECREATION ADVISORY BOARD, PLANNING AND ZONING BOARD AND SCHOOL ADVISORY BOARD (6:00 P.M. TIME CERTAIN)) |
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| Summary |
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| This is an update from the Historic Preservation Board, Parks and Recreation Advisory Board, Planning and Zoning Board and School Advisory Board. |
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| Staff Recommendation |
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Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 3/9/2026

ATTACHMENTS:

| Description | Type |
|--|-----------------|
| <input type="checkbox"/> Historic Preservation Board 4th Quarter Advisory Board Report | Backup Material |
| <input type="checkbox"/> Parks and Recreation Advisory Board - 4th Quarter | Backup Material |
| <input type="checkbox"/> Planning and Zoning Board - 4th Quarter | Backup Material |
| <input type="checkbox"/> School Advisory Board 4th Quarter Report | Backup Material |

**City of Lauderdale Lakes
QUARTERLY BOARD REPORT**

2025

(October, November and December)

Board Name: Historic Preservation Board

Chairperson: Caroline Fyffe

Board Liaison: Pav Benasrie-Watson

ATTENDANCE RECORD

| Member Name | October 9, 2025 | Nov. 13, 2025 | Dec. 11, 2025 |
|--------------------|------------------------|----------------------|----------------------|
| Caroline Fyffe | A | A | No meeting |
| Nicole Hall | A | X | No meeting |
| Celeste Humphrey | X | X | No meeting |
| Simone Shepherd | X | A | No meeting |
| James Etta Warner | X | X | No meeting |

x

Please use the following codes: **A** = absent, **N** = new appointment or reappointed, **T** = term end or resigned or removed. To indicate members present use **X** or \surd . If no meeting is held, please indicate "no meeting".

1. Long term Goals/Objectives of the Board:

- The goal of the Historic Preservation Board (HPB) is to increase the awareness of Lauderdale Lakes history, by recognizing, collecting, and preserving historic memorabilia continuously.

2. Please list current projects and provide the status of each:

- Recognition of residents 85 years and older (ongoing)
- Historical markers (on-hold)
- Continue to identify historical sites in the City (on-hold)
- Digitizing of artifacts in the Sam Brown Room (researching)

3. Please list any projects completed since the last report:

- Vice Mayor Tycie Causwell was celebrated as a Broward County Pioneer in November 2025. She was nominated by the Historic Preservation Board.

4. Board issues requiring commission action or attention:

- None to report

CITY OF LAUDERDALE LAKES
2025 4th QUARTER BOARD REPORT
(October, November, December)

Board Name: Parks and Recreation Advisory Board

Chairperson: Cullen Bass

Board Liaison: Vincent Mullen II

ATTENDANCE RECORD

| Member Name | October 27 th 2025 | November 17 th 2025 | December 15 th 2025 |
|------------------|-------------------------------|--------------------------------|--------------------------------|
| Cullen Bass | No Meeting | x | No Meeting |
| Paul Martin | No Meeting | x | No Meeting |
| Rudolph McKenzie | No Meeting | x | No Meeting |
| Cristal Cotman | No Meeting | x | No Meeting |
| James Humphrey | No Meeting | x | No Meeting |

Please use the following codes: **A** = absent; **X** = member present; **N** = new appointment or reappointed; **T** = term ended, resigned or removed. If no meeting is held, please indicate "No Meeting."

1. Long Term Goals/Objectives of the Board

- Routinely visit Parks and community centers and report any safety, programming, or facility concerns.
- Be the voice of the residents as it relates to request regarding programs, facilities and services.
- Actively attend and support sporting events and special events administered thru Parks & Human services
- Suggest new programs and leisure services to better serve our residents and patrons.
- Encourage members of the community to participate in as well as support City programs and events.

2. Please list current projects and provide the status of each:

- Adult Athletic Programs: Basketball and Flag Football, working on flyer and fees. (ongoing)
- Passive Parks Tour, Repairs and Cleaning, Renovation Updates.
 - Northgate Neighborhood Park will have some remodeling/renovations to the Large Pavilion. (ongoing)
 - Renovations to the playground at Otis Gray Park (ongoing)

3. Please list any projects completed since the last report:

Nothing to report at this time

4. Board issues requiring commission action or attention:

Nothing to report at this time

Pursuant to City of Lauderdale Lakes Code, this report shall be filed on the first day of January, April, July and October of each year. Completed reports should be directed to the Office of the City Clerk no later than the first business day of each quarter.

**CITY OF LAUDERDALE LAKES
2025 4th QUARTERLY BOARD REPORT
(October, November & December)**

Board Name: Planning and Zoning

Board Chairperson: Nicole Hall

Board Liaison: Tanja McCoy; Issah Abdulai

ATTENDANCE RECORD

| Member Name | October 7, 2025 | November 4, 2025 | December 2, 2025 |
|-------------------------|------------------------|-------------------------|-------------------------|
| Nicole Hall | X | X | X |
| Samantha Vacciana | A | X | A |
| Lauria Richardson | A | X | A |
| Paula DeWitt | X | X | X |
| Jennifer Chambers-Conde | X | X | X |

Please use the following codes: A = absent; X = member present; N = new appointment or reappointed; T = term ended, resigned or removed. If no meeting is held, please indicate "No Meeting."

1. Long term Goals/Objectives of the Board:

The objectives of this Board are as follows:

- (a) To act as Local Planning Agency pursuant to F.S. 163.3174
- (b) Review and make recommendations to staff and City Commission in regard to adoption and amendment of the official zoning map.
- (c) Review and make recommendations to staff and City Commission in regard to adoption and amendment of the Land Development Regulations.
- (d) Review and make recommendations to staff and City Commission in regard to adoption and amendment of the Comprehensive Plan.
- (e) Review and make recommendations to the City Commission in regard to applications for development.

2. Please list current projects and provide the status of each:

ORDINANCE APPROVING ADOPTION OF THE LAUDERDALE LAKES COMPREHENSIVE PLAN 2050; PROVIDING FOR THE ADOPTION OF THE 2025 EVALUATION AND APPRAISAL (EAR) REPORT.

3. Please list any projects completed since the last report:

DISCUSSION REGARDING RESTAURANT REGULATION REVIEW OF SECTIONS CHAPTER 2, CHAPTER 6, CHAPTER 7.

4. Board issues requiring commission action or attention:

N/A

Pursuant to City of Lauderdale Lakes Code, this report shall be filed on the first day of January, April, July and October of each year. Completed reports should be directed to the Office of the City Clerk no later than the first business day of each quarter.

City of Lauderdale Lakes 2025 School Advisory Board 4th Quarter Report (October, November and December)

Board Name: School Advisory Board

Chairperson: Joel McCray

Liaison: Melodie Dominique

Attendance Record

| Name | Role | October 6 th , 2025 | Nov. 3 rd , 2025 | Dec. 1 st , 2025 |
|----------------------------|------------|--------------------------------|-----------------------------|-----------------------------|
| 1. Joel McCray | Chair | No Meeting | X | No Meeting |
| 2. Roosevelt McClary III | Co - Chair | No Meeting | A | No Meeting |
| 3. Gleneta Dawkins | Secretary | No Meeting | X | No Meeting |
| 4. Jennifer Chambers-Conde | Member | No Meeting | X | No Meeting |
| 5. George Rich | Member | No Meeting | A | No Meeting |
| 6. Vacant | N/A | N/A | N/A | N/A |

Please use the following codes: A =absent, N = new appointment or reappointed, T = term end or resigned or removed. To indicate members present use X or v. If no meeting is held, please indicate "no meeting".

Long term Goals/Objectives of the Board:

To support the implementation of educational initiatives within Lauderdale Lakes.

Please list any projects completed since the last report

None at this time.

Board issues requiring commission action or attention:

None at this time.

Pursuant to City of Lauderdale Lakes Code, this report shall be filed on the first day of January, March, and April of each year. Completed reports should be directed to the Office of the City Clerk no later than the first business day of each quarter.

CITY OF LAUDERDALE LAKES

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Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING THE DESIGN OF THE ALCEE HASTINGS PARKWAY PROJECT

Summary

This is a discussion regarding the design of the Alcee Hastings Parkway project.

Staff Recommendation

Background:

On July 23, 2024, the City Commission awarded a contract to Kimley-Horn and Associates in the amount of \$120,000 to provide design services for the NW 36th Street Improvement project (Alcee Hastings Parkway). The project, funded by the Broward County Transportation Surtax program, consists in the installation of streetscape, landscape improvements, way finding, traffic calming and drainage improvements.

Staff is following up with the City Commission recommendation to bring the item back for discussion with 3-D rendering.

Funding Source:

The project is funded by Surtax.

Fiscal Impact:

Sponsor Name/Department: Ron Desbrunes, Director, Public Works

Meeting Date: 3/9/2026

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

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|-------|
| Title |
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DISCUSSION REGARDING A COMPREHENSIVE FLEET INVENTORY

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| Summary |
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This is a discussion regarding a comprehensive inventory of the city's fleet.

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| Staff Recommendation |
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Background:

The Public Works department maintains a diverse fleet of vehicles and equipment that support essential services, including facilities maintenance, parks, code enforcement and administrative functions. To ensure operational efficiency, a comprehensive fleet inventory was conducted.

This inventory represents an effort to verify fleet assets, document their condition, and evaluate utilization to support informed decision-making regarding maintenance, replacement, and budget planning.

Staff performed a physical verification and evaluation of all City-owned fleet assets. The assessment included confirmation of asset information, operational status, and overall condition.

Key findings include:

VEHICLES

- Vehicles in active service: 47
- Trucks: 26
- Utility: 14
- Bus and Van: 7
- Average physical condition of vehicles: 9 (scale of 1 to 10 with 10 being brand new)
- Vehicles requiring major repair or rehabilitation: 0
- Vehicles identified for replacement due to age or condition: 0
- Truck identified for replacement: 1
- Estimated replacement cost: \$350,000

EQUIPMENT

- Equipment in active service: 16
- Average physical condition of equipment: 7.5 (scale of 1 to 10 with 10 being brand new)
- Equipment requiring major repair or rehabilitation: 1
- Equipment identified for replacement due to age or condition: 4
- Estimated replacement costs: \$500,000

TRAILERS

- Trailer in active service: 24
- Average physical condition of trailers: 5.7 (scale of 1 to 10 with 10 being brand new)
- Trailer requiring major repair or rehabilitation: 3
- Trailer identified for replacement due to age or condition: 9
- Estimated replacement costs: \$305,000

BOATS

- Boats in active service: 4
- Average physical condition of boats: 6 (scale of 1 to 10 with 10 being brand new)
- Boats requiring major repair or rehabilitation: 1
- Boats identified for replacement due to age or condition: 2

- Estimated replacement costs: \$45,000

This inventory provides the city with accurate and current data necessary to make inform decision on future capital replacement planning.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Ron Desbrunes, Director, Public Works

Meeting Date: 3/9/2026

ATTACHMENTS:

| Description | Type |
|--|-----------------|
| <input type="checkbox"/> Fleet Inventory (Vehicles) | Backup Material |
| <input type="checkbox"/> Fleet Inventory (Trailers) | Backup Material |
| <input type="checkbox"/> Fleet Inventory (Equipment) | Backup Material |
| <input type="checkbox"/> Fleet Inventory (Boats) | Backup Material |

FLEET INVENTORY - VEHICLES, TRUCKS AND BUSES

| Item | Year | Make/Model | VIN | Vehicle Type | Fuel Type | Own / Lease | Vehicle Nbr. | Date Received | Assigned | Physical Condition (1-10) | Projected Opimal End-of-life | Estimated Replacement Costs |
|------|------|------------------------------|--------------------|--------------------|-----------|-------------|--------------|---------------|-------------|---------------------------|------------------------------|-----------------------------|
| 1 | 2026 | FREIGHTLINER M2/106 | 3ALACXFC9THWV4716 | Flatbed Dump Truck | Diesel | Own | 9141 | 1/21/2026 | Streets | 10 | 2041 | TBD |
| 2 | 2023 | Freightliner | 1FVH4FE0PHUE2646 | Dump Truck | Diesel | Own | 9151 | 10/12/2022 | Streets | 8 | 2038 | TBD |
| 3 | 2019 | FREIGHTLINER M2106 | 3ALACXFEXKDKT4523 | Bucket Truck | Diesel | Own | 9181 | 4/25/2019 | Streets | 8 | 2034 | TBD |
| 4 | 2021 | Ford F-3500 | 1FD8X3H6XMED46084 | Pick-up Truck | Gasoline | Lease | 9209 | 5/11/2022 | Streets | 7 | N/A | N/A |
| 5 | 2026 | Chevy Silverado Crew 2500HD | 1GC4KLEY8TF101851 | Pick-up Truck | Diesel | Lease | 9114 | 9/24/2025 | Streets | 10 | N/A | N/A |
| 6 | 2026 | Chevrolet Silverado 3500 4WD | 1GC4KSEY0TF101014 | Pick-up Truck | Diesel | Lease | 9116 | 10/7/2025 | Streets | 10 | N/A | N/A |
| 7 | 2021 | Nissan Rogue | 5N1AT3BA3MC797590 | SUV | Gasoline | Lease | 9291 | 9/1/2021 | Pool | 8 | N/A | N/A |
| 8 | 2021 | Nissan Rogue | 5N1AT3BA6MC806539 | SUV | Gasoline | Lease | 9292 | 9/1/2022 | Pool R | 8 | N/A | N/A |
| 9 | 2025 | Toyota Rav 4 | 4T3LWRFV6SU208014 | SUV | Gasoline | Lease | 9220 | 1/9/2026 | Pool | 10 | N/A | N/A |
| 10 | 2025 | Nissain Ariya Electric | JN8AF0BE4SM465005 | SUV | Electric | Lease | 9302 | 10/31/2025 | Pool | 10 | N/A | N/A |
| 11 | 2021 | Nissan Frontier | 1N6ED1EJ6NN608503 | Pick-up Truck | Gasoline | Lease | 9293 | 10/14/2021 | Parks | 8 | N/A | N/A |
| 12 | 2022 | Chevy Colorado | 1GCHSBEA3N1107166 | Pick-up Truck | Gasoline | Lease | 9294 | 12/23/2021 | Parks | 8 | N/A | N/A |
| 13 | 2018 | Ford Eldorado Aerotech | 1FDE4FSXJDC17346 | Bus | Gasoline | Own | BUS | 6/20/2018 | Parks | 7 | 2030 | \$150,000 |
| 14 | 2024 | Ford New Bus | 1FDFE4FN9RDD39749 | Bus | Gasoline | Own | 9298 | 1/5/2024 | Parks | 10 | N/A | N/A |
| 15 | 2025 | Ford Transit-350 -15 seater | 1FBAX2X83SKA94913 | Passenger Van | Gasoline | Lease | 9203 | 8/15/2025 | Parks | 10 | N/A | N/A |
| 16 | 2025 | Ford Transit-350 -15 seater | 1FBAX2X86SKA94582 | Passenger Van | Gasoline | Lease | 9204 | 8/22/2025 | Parks | 10 | N/A | N/A |
| 17 | 2026 | Chrysler Pacifica | 2C4RC1BG7TR158134 | Minivan | Gasoline | Lease | 9206 | 9/18/2025 | Parks | 10 | N/A | N/A |
| 18 | 2026 | Chevy Silverado 1500HD | 3GCNAAEK2TG179371 | Pick-up Truck | Gasoline | Lease | 9212 | 12/11/2025 | Parks | 10 | N/A | N/A |
| 19 | 2026 | Chevy Silverado 1500HD | 3GCNAAEK7TG150092 | Pick-up Truck | Gasoline | Lease | 9213 | 12/11/2025 | Parks | 10 | N/A | N/A |
| 20 | 2025 | Toyota Rav 4 | 4T3LWRFV9SU208799 | SUV | Gasoline | Lease | 9214 | 12/23/2025 | Parks | 10 | N/A | N/A |
| 21 | 2014 | FREIGHTLINER 108SD | 1FVAG5CY2EHFV1948 | Vac-con Truck | Diesel | Own | 9161 | 11/4/2013 | Storm water | Truck (6) Vacuum (4) | 2026 | \$350,000 |
| 22 | 2024 | GMC Sierra | 1GT59LE71RF300224 | Pick-up Truck | Gasoline | Lease | 9299 | 1/28/2024 | Storm water | 8 | N/A | N/A |
| 23 | 2023 | Dodge Ram 250 | 3C6MR5AL2PG565862 | Pick-up Truck | Diesel | Lease | 9111 | 11/15/2023 | Storm water | 8 | N/A | N/A |
| 24 | 2025 | FREIGHTLINER M2/106 | 3ALACXFC9SDVY9859 | Aluminum Box Truck | Diesel | Lease | 9171 | 4/29/2025 | Storm water | 10 | N/A | N/A |
| 25 | 2025 | Chevrolet Silverado 3500 4WD | 1GC3KSEY9SF337140 | Pick-up Truck | Diesel | Lease | 9113 | 8/21/2025 | Storm water | 10 | N/A | N/A |
| 26 | 2026 | Chevy Silverado 2500HD | 1GC4KLEY5TF101838 | Pick-up Truck | Diesel | Lease | 9117 | 10/22/2025 | Storm water | 10 | N/A | N/A |
| 27 | 2020 | Chevy Silverado1500 | 1GC33YLE77LF245845 | Pick-up Truck | Gasoline | Lease | 9288 | 10/27/2020 | Facilities | 6 | N/A | Being Replaced |
| 28 | 2024 | Ford F-350 | 1FTRF3DT0REC78649 | Pick-up Truck | Diesel | Lease | 9112 | 4/12/2024 | Facilities | 9 | N/A | N/A |
| 29 | 2025 | Ford Transit Cargo Van | 1FTBR1X84SKA86260 | Cargo Van | Gasoline | Lease | 9200 | 7/22/2025 | Facilities | 10 | N/A | N/A |
| 30 | 2025 | Chevy Silverado 2500HD | 1GC4KLE76SF331281 | Pick-up Truck | Gasoline | Lease | 9202 | 8/4/2025 | Facilities | 10 | N/A | N/A |
| 31 | 2025 | Ford Transit Cargo Van | 1FTBR1X84SKB11710 | Cargo Van | Gasoline | Lease | 9205 | 9/12/2025 | Facilities | 10 | N/A | N/A |
| 32 | 2025 | Toyota Rav 4 | 4T3LWRFVXSU208890 | SUV | Gasoline | Lease | 9217 | 1/9/2026 | Code | 10 | N/A | N/A |
| 33 | 2025 | Toyota Rav 4 | 4T3LWRFV0SU209255 | SUV | Gasoline | Lease | 9218 | 1/9/2026 | Code | 10 | N/A | N/A |
| 34 | 2025 | Toyota Rav 4 | 4T3LWRFV8SU208645 | SUV | Gasoline | Lease | 9219 | 1/9/2026 | Code | 10 | N/A | N/A |
| 35 | 2025 | Toyota Rav 4 | JTMMWRFV0SD605512 | SUV | Gasoline | Lease | 9211 | 10/28/2025 | Code | 10 | N/A | N/A |
| 36 | 2025 | Nissain Ariya Electric | JN8AF0BE9SM464948 | SUV | Electric | Lease | 9300 | 10/23/2025 | Code | 10 | N/A | N/A |
| 37 | 2025 | Nissain Ariya Electric | JN8AF0BE2SM464905 | SUV | Electric | Lease | 9301 | 10/31/2025 | Code | 10 | N/A | N/A |
| 38 | 2025 | Toyota Rav 4 | 4T3LWRFV9SU208735 | SUV | Gasoline | Lease | 9215 | 12/23/2025 | Code | 10 | N/A | N/A |

| | | | | | | | | | | | | |
|----|------|-------------------------------|-------------------|--------------------|----------|-------|------|------------|-------------|----|-----|----------------|
| 39 | 2025 | Toyota Rav 4 | 4T3LWRFV9SU208749 | SUV | Gasoline | Lease | 9216 | 12/23/2025 | Code | 10 | N/A | N/A |
| 40 | 2022 | Chevrolet KUV | 1GB0GRFP3N1163221 | Utility Work Truck | Gasoline | Lease | 9295 | 6/21/2022 | Land scape | 8 | N/A | N/A |
| 41 | 2023 | Ford F-150 | 1FTMF1CB4PKE89987 | Pick-up Truck | Gasoline | Lease | 9296 | 8/1/2023 | Land scape | 8 | N/A | N/A |
| 42 | 2025 | Chevy Silverado 2500HD | 1GC4KLE79SF331095 | Pick-up Truck | Gasoline | Lease | 9210 | 9/11/2025 | Landscape | 10 | N/A | N/A |
| 43 | 2026 | Chevy Silverado Crew 3500 4WD | 1GC4KSEY4TF101128 | Pick-up Truck | Diesel | Lease | 9115 | 9/24/2025 | Landscape | 10 | N/A | N/A |
| 44 | 2023 | Nissan Rogue | JN8BT3BA7PW423533 | SUV | Gasoline | Lease | 9297 | 10/20/2023 | Engineering | 10 | N/A | N/A |
| 45 | 2025 | Ford Transit Cargo Van | 1FTBR1Y89SKA84308 | Cargo Van | Gasoline | Lease | 9201 | 8/4/2025 | Fleet | 10 | N/A | N/A |
| 46 | 2018 | Chevy Silverado 4WD | 1GC1KUEG5JF267452 | Pick-up Truck | Gasoline | Own | 9282 | 7/2/2018 | Fleet | 4 | N/A | Being Replaced |
| 47 | 2026 | Chevy Silverado 1500HD | 3GCNAAEK0TG179370 | Pick-up Truck | Gasoline | Lease | 9221 | 1/15/2026 | PW | 10 | N/A | N/A |

Total Vehicles - 47

| | | |
|-----------------|-----------------|--|
| Storm water - 6 | Parks - 10 | |
| Streets - 6 | Code - 8 | |
| Landscape - 4 | Pool - 3 | |
| Fleet - 2 | Engineering - 1 | |
| Facilities - 5 | 9292 - 1 | |
| PW - 1 | | |

FLEET INVENTORY - TRAILERS

| Item | Year | Make/Model | Serial /VIN Number | Eqpm. Number | Tag Number | Initial Cost | Physical Condition (1-10) | Projected Optimal End-of-Life | Estimated Replacement Cost |
|------|------|---|----------------------------|--------------|---------------------|--------------|---------------------------|-------------------------------|----------------------------|
| 1 | 2000 | Enclosed Lawn Trailer | 3904 | 119 | 139130 | \$4,000 | 1 | 2025 | \$7,000-\$9,000 |
| 2 | 2000 | Enclosed Lawn Trailer | Not Visible | 120 | 139039 (ID: 000601) | \$4,000 | 1 | 2025 | \$7,000-\$9,000 |
| 3 | 2000 | Big Enclosed - Lawn Trailer | ID# 000609 | 122 | 204943 | 4,000 | 1 | 2025 | \$12,000-\$15,000 |
| 4 | 1984 | Short yellow Trailer | Not Available(paint yellow | 124 | 202493 | \$2,000 | 3 | 2026 | \$5,000-\$7,000 |
| 5 | 2001 | Big Low Boy Trailer | SN# 5B747186221003872 | 127 | XA5685 | \$20,000 | 4 | 2028 | \$7,000-\$9,000 |
| 6 | 2007 | Grower Low Boy Trailer | MO# 10TT242ADLP | 128 | XA5684 | \$8,000 | 4 | 2028 | \$8,000-\$12,000 |
| 7 | 2007 | Magnum Light Generator Trailer (tower light) | VIN# 5AJLS16176B002466 | 131 | No Tag | \$5,000 | 4 | 2026 | \$10,000-\$15,000 |
| 8 | 2009 | Continental Trailer | MO# C7-1700 | 139 | | \$2,500 | 4 | 2026 | \$4,000-\$5,000 |
| 9 | 2007 | Showmobile Trailer | VIN# 1XCS2323583002476 | 141 | 108690 | \$125,000 | 3 | 2026 | \$220,000 |
| 10 | 2006 | Broadcrown GT512-612125 KW generator | 121GT112X7M014061 | 130 | | \$80,000 | 6 | 2027 | \$130,000-\$160,000 |
| 11 | 2010 | Hot Water Pressure Washer w/Trailer | | 143 | | \$14,000 | 1 | 2025 | \$18,000-\$20,000 |
| 12 | 2015 | Suncoast Trailer With Proline Pressure Washer | SN # 580SN3 | 144 | APP. FOR | \$7,740 | 4 | 2027 | \$15,000-\$18,000 |
| 13 | 2017 | Continental Trailer | SER# -MOD#AVS1920-2000 | 160 | 208513 | \$1,600 | 7 | 2026 | \$4,000-\$5,000 |
| 14 | 2019 | ALL AMERICAN StreetPressure | 16VNX1629K3055360 | 186 | 208509 | \$15,246 | 9 | 2029 | TBD |
| 15 | 2022 | WEEDOO Trailer | SER# 4YPAB1517PT054779 | 224 | 208506 | \$5,000 | 8 | 2030 | TBD |
| 16 | 2020 | 50KW KOHLER generator | SER # 33HFGMHC0003 | 190 | | \$65,000 | 10 | 2033 | TBD |
| 17 | 2021 | BIG TEX Facilities pressure | 16V1U1927M3012805 | 191 | XE7736 | \$17,750 | 8 | 2030 | TBD |
| 18 | 2021 | MessageBoard | 2SGUS3115MS000276 | 192 | XE4525 | \$24,000 | 9 | 2030 | TBD |
| 19 | 2021 | ALTEC CHIPPER | 4HAP51516MM001167 | 193 | XE1774 | \$43,000 | 9 | 2033 | TBD |
| 20 | 2022 | Aluminum golf cart Trailer | 5WFB1216ND000120 | 194 | XE1776 | \$3,400 | 10 | 2033 | TBD |
| 21 | 2022 | AirTow Blue Bed Trailer | 512DD18T8NW108988 | 195 | XE1773 | \$24,995 | 8 | 2032 | TBD |
| 22 | 2017 | Boomlift | SN # TZ34J3426 | 185 | XH1644 | \$24,000 | 5 | 2027 | \$50,000\$60,000 |
| 23 | 2023 | AirTow Blue Bed Trailer | 7VADD1820RB001216 | 226 | XE1772 | \$28,187 | 8 | 2033 | TBD |
| 24 | 2025 | WEEDOO Trailer | 4YPAB1516ST055804 | 227 | 208505 | | 10 | 2033 | TBD |

24 Total Trailers

FLEET INVENTORY - EQUIPMENTS

| Item | Year | Manufacturer | Model No. | Equip No. | Description | Equipment Hours | Physical Condition | Projected Optimal End-of-life | Estimated Replacement Cost |
|------|------|--------------------|----------------------|-----------|----------------------|-----------------|--------------------|-------------------------------|----------------------------|
| 1 | 2000 | Wacker | RD11A | 111 | Roller | N/A | 2 | 2026 | \$35,000 |
| 2 | 1979 | Fire Department | Generator | | Fire Department | 714 | 2 | 2025 | \$250,000 |
| 3 | 2013 | Iveco Generator | SN# F3AE9685A-E003 | | City Hall | 557 | 8 | 2036 | TBD |
| 4 | 2017 | Case Tractor | SER # 580N/NHC740502 | 201 | Backhoe | 3460 | 5 | 2025 | \$150,000 |
| 5 | 2017 | Madvac LR50 | SN#5222 | 183 | Street Litter Vacuum | N/A | 5 | 2025 | TBD |
| 6 | 2019 | Welder trailblazer | S# MK150935R | 187 | Fleet | 143 | 8 | 2030 | TBD |
| 7 | 2021 | Madvac LS175 | MADSD175EML000007 | 203 | Street Sweeper | N/A | 8 | 2030 | TBD |
| 8 | 2018 | John Deere Gator | 1M06X4HDPJM130357 | 171 | Utility Vehicle | | 7 | 2028 | \$15,000 |
| 9 | 2018 | John Deere Gator | 1M06X4HDPJM130363 | 170 | Utility Vehicle | | 7 | 2028 | \$15,000 |
| 10 | 2022 | Toro Outcross 9060 | SN# 412340171 | 206 | Small Tractor | 1375 | 9 | 2030 | TBD |
| 11 | 2022 | John Deere Gator | SN#1M06X4HDJNM170138 | 204 | Utility Vehicle | | 10 | 2030 | TBD |
| 12 | 2022 | John Deere Gator | SN#1M06X4HDJNM170142 | 205 | Utility Vehicle | | 10 | 2033 | TBD |
| 13 | 2021 | Kubota 75-2 SVL | SN#KBCZ052CTN1L72120 | 225 | Skid Loader | 167 | 10 | 2035 | TBD |
| 14 | 2024 | John Deere Gator | 1M04X2XDVRM192114 | 207 | Utility Vehicle | | 10 | 2033 | TBD |
| 15 | 2024 | John Deere Gator | 1M04X2XDERM191471 | 208 | Utility Vehicle | | 10 | 2033 | TBD |
| 16 | 2024 | Toyota 50-8FG35U | SN# 11012 | 226 | Forklift | | 10 | 2040 | TBD |

Total Equipment: 16

FLEET INVENTORY - BOATS

| Item | Year | Make/Model | Serial /VIN Number | Eqpm. Number | Tag Number | Hours | Physical Condition (1-10) | Projected Optimal End-of-life | Estimated Replacement Costs |
|------|------|-----------------------|--------------------|--------------|------------|-------|---------------------------|-------------------------------|-----------------------------|
| 1 | 2000 | Stormwater Spray Boat | SN # 7907-9 | 140 | None | N/A | 2 | 2026 | \$25,000 |
| 2 | 2017 | ALUMA craft | SN # ACBW7877G617 | 161 | None | N/A | 5 | 2028 | \$20,000 |
| 3 | 2020 | Weedoo | SN # GRB20176M919 | 189 | | 450 | 7 | 2028 | \$15,000-\$20,000 |
| 4 | 2025 | Weedoo | SN # GRB20457C425 | | | 186 | 10 | 2033 | \$15,000-\$20,000 |
| | | | | | | | | | |

4 Total Boats

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING A LEASE TO OWN ARRANGEMENT FOR THE OAKLAND VILLAS CLUBHOUSE

Summary

This is a discussion regarding a lease to own arrangement for the Oakland Villas Clubhouse.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Mayor and City Commission

Meeting Date: 3/9/2026

ATTACHMENTS:

| Description | Type |
|------------------------|-----------------|
| ☐ Patrick Green letter | Backup Material |

From: president@ovillas55.com <president@ovillas55.com>
Sent: Thursday, January 15, 2026 1:27 PM
To: Venice Howard <veniceh@lauderdalelakes.org>
Subject: [EXTERNAL] Oakland Villas Clubhouse

Good afternoon, ACM Venice,

I am writing to follow up on our recent conversation regarding the future of the Oakland Villas Clubhouse.

We fully understand the financial pressures currently facing the City, particularly the limitations created by reduced or uncertain state and federal grant funding, along with competing capital priorities. With that reality in mind, the Oakland Villas HOA would like to proactively explore a solution that eases the City's financial burden while preserving this important community asset.

Specifically, we would like to discuss a lease-to-own arrangement for the clubhouse.

A lease-to-own structure offers several advantages for the City. It allows the City to immediately reduce ongoing maintenance, operational, and capital costs associated with the facility, while still ensuring the property remains active, maintained, and beneficial to residents. The City would retain ownership during the lease period, protecting its interests, while transferring day-to-day responsibility to an HOA that has a direct stake in the facility's care, usage, and long-term viability. Over time, this approach provides a predictable exit from financial responsibility without the need for an immediate sale or large upfront transaction.

Financial Rationale

From a financial standpoint, a lease-to-own model provides measurable benefits to the City:

- **Maintenance and Operating Cost Savings:** Routine maintenance, repairs, utilities, and operational oversight would shift from the City to the HOA, resulting in immediate and ongoing budget relief.
- **Liability Reduction:** Responsibility for insurance, risk management, and day-to-day premises liability would transfer to the HOA, reducing the City's exposure and administrative burden.
- **Risk Transfer:** Capital improvement and long-term upkeep risks are assumed by the HOA, minimizing the City's obligation to fund future repairs, code compliance upgrades, or unexpected facility costs.
- **Predictable Financial Outcome:** The City benefits from a structured, phased transition rather than carrying an indefinite asset with uncertain future costs.

From the HOA's perspective, this option provides stability, accountability, and a clear path to long-term stewardship. The Oakland Villas community relies heavily on the clubhouse as a social, recreational, and quality-of-life hub, particularly for our senior residents. A lease-to-own model

allows the Association to responsibly plan, budget, and invest in improvements while ensuring the facility continues to serve both our community and the broader City of Lauderdale Lakes.

Most importantly, this approach represents a true partnership, one that aligns fiscal responsibility with community preservation. Rather than leaving the clubhouse underutilized or placing continued strain on City resources, a lease-to-own arrangement transforms it into a shared solution that benefits all parties involved.

We would welcome the opportunity to discuss this concept further and explore whether this model aligns with the City's long-term objectives.

Thank you for your time and continued engagement.

Respectfully,

Patrick Green

President

Oakland.Villas.HOA



Oakland Villas
A Vibrant 55 and Over Retirement Community

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

| Title |
|---|
| DISCUSSION REGARDING THE AWARD OF RFQ 22-3110-07Q - LIBRARY OF PROFESSIONAL SERVICES CONSULTANTS |
| Summary |
| This is a discussion on the award RFQ 22-3110-07Q - Library of Professional Services Consultants. |
| Staff Recommendation |

Background:

The City of Lauderdale Lakes (“City”) solicited qualified, experienced, and licensed firms to provide a variety of professional services in accordance with s. 287.005, Fla. Stat., Consultants’ Competitive Negotiation Act, and Section 82-363 of the City’s Procurement Code which will be to establish a library of Contractors from various professional disciplines.

The Request for Qualification # RFQ22-3110-07Q, CCNA Library of Professional Services was issued through the City’s electronic bid system, DemandStar.com, and a summary is as follows:

Issued: October 23, 2022,

Bids Due: December 14, 2022 (after multiple extensions beginning on October 27, 2022)

Broadcasted: 2,175 contractors,

Planholders:102

Sun Sentinel Ad: September 23, 2022,

Responses: 36

Continuing services under this Contract are limited to construction projects with less than a Four Million (\$4,000,000.00) Dollars estimate and corresponding professional services with an estimate of less than Five Hundred Thousand and No/100 (\$500, 000.00) Dollars.

The approval of the Consultants’ Competitive Negotiation Act (CCNA) contract awards does not necessarily constitute a fiscal impact. For professional services that exceed the authority of the City Manager, a task order is required to be submitted to the City Commission for review and approval.

Professional services are provided on an as-needed basis and projects are awarded as Task Orders.

The contract award is for an initial period of four (4) years (April 1, 2023-March 31, 2027 with an option to renew for four (4) additional years for a total of eight (8) years (Ends March 31, 2031), with renewal options being exercised on a year-to-year basis after the initial period.

On May 9, 2023 the following Resolutions were approved by the sitting City Commission.

1. Resolution 2023-056: General Planning Services
2. Resolution 2023-057: Geotechnical Engineering Services
3. Resolution 2023-058: Architecture Services
4. Resolution 2023-059: Civil Engineering Services
5. Resolution 2023-060: GIS Services

On May 23, 2023 the following Resolutions were approved by the sitting City Commission.

1. Resolution 2023-063: MEP Services
2. Resolution 2023-064: Roadway Traffic Engineering Services
3. Resolution 2023-065: Stormwater Drainage Services

4. Resolution 2023-066: Land Survey Services

On June 13, 2023 the following Resolutions were approved by the sitting City Commission.

1. Resolution 2023-076 Structural Engineering
2. Resolution 2023-077 Landscape Architecture

A summary of the vendors awarded to the different disciplines is attached for further review.

Goal/Objective Met: Infrastructure: Maintain & Improve Public Infrastructure

Funding Source:

Various

Fiscal Impact:

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

Meeting Date: 3/9/2026

ATTACHMENTS:

| | Description | Type |
|---|--|-----------------|
| ▣ | Exhibit A | Exhibit |
| ▣ | Exhibit B | Exhibit |
| ▣ | Un-Evaluated Bid Tabulation - List of Proposers 12.29.2022 | Backup Material |

CITY OF LAUDERDALE LAKES
RFQ #22-3110-07Q
Professional Services Library

RANKED CONSULTANTS

Architecture

Saltz Michelson Architecture
ACAI Associates, Inc.
Justin Architect
BEA Architects
M. C. Harry & Associates

Civil Engineer

Kimley-Horn
Craven, Thompson
Calvin, Giordano & Assoc
AE Engineering
Miller Legg

General Planning

Kimley-Horn
Calvin, Giordano & Assoc
The Corradino Group

Geotechnical Engineering

Tierra South Florida
Universal Engineering Sciences
RADISE International
HP Consultants, Inc.

GIS Services

Craven Thompson
Calvin, Giordano & Associates
Florida Technical
DRMP
Kimley Horn

Land Survey

Craven, Thompson & Associates
Calvin, Giordano & Associates
Miller Legg
DRMP, Inc.

Landscape Services

Calvin, Giordano & Associates
Kimley-Horn and Associates
Miller Legg
Craven, Thompson & Associates

Mechanical, Electrical & Plumbing

Osborne Engineering
Calvin, Giordano & Assoc
Kimley-Horn
SGM Engineering

Roadway Traffic

McMahon & Associates
Kimley Horn
Craven Thompson
AE Engineering
Calvin, Giordano & Associates

Stormwater Drainage

Craven, Thompson
Kimley-Horn
BCC Engineering
Calvin, Giordano & Assoc
Environmental Consulting & Tech

Structural Engineering

BCC Engineering
Lakdas-Yohalem
Osborne Engineering
DRMP
RJ Behar

Following is the list of broad categories for which professional services are projected to be sought. The City's Department requesting professional services shall have the discretion of defining and interpreting the scope that will fall under each of these broad categories. A firm may qualify for inclusion in more than one category in the library of services, however, an individual firm maybe limited to being included in no more than three pool categories. The City reserves the right to determine pool membership in order to ensure equitable work distribution among pool members. Firms desiring to submit in a category or categories shall comply with Section IV– Submittal Requirements.

GENERAL PLANNING SERVICES

- Plan Review;
- Comprehensive/Master Plans and Strategic Plans;
- Special Studies and District Plans;
- Land Development Regulations;
- Community Planning & Visioning;
- Fiscal Impact Analysis;
- Impact Fees;
- Expert Testimony;
- Other Miscellaneous Professional Services that the City may desire.

GEOTECHNICAL ENGINEERING

- Soil boring (deep and shallow);
- Soil sampling;
- Site investigations, testing and classification;
- Subsurface exploration, boring logs;
- Pavement and foundation design;
- Road subgrade stabilization recommendations;
- Utility trench excavation, dewatering and backfill requirements;
Slope stability analysis and stabilization recommendations.
- Other miscellaneous professional services that the City may desire

ARCHITECTURE

- Design Services (Conceptual Design, Design Development, Construction Documents);
- Plan Review;
- Consultation;
- Architectural Standards & Design Codes;
- Other miscellaneous professional services that the City may require.

CIVIL ENGINEERING

- Project Management and Design;
- Capital Improvements Planning and Implementation;
- Feasibility and Engineering Studies;
- Contract Administration;
- Construction Phase Services; CEI inspection with at least one FDOT certified inspector
- Plat/Site Plan Reviews;
- Public Works Inspections;
- Other miscellaneous professional services that the City may desire.

GIS SERVICES

- Develop the City-wide GIS system plan;

- Consultation;
- Perform a needs analysis to identify existing capacity and system needs;
- Provide as-needed services to update and maintain the system.
- Other miscellaneous professional services that the City may desire.

LANDSCAPE ARCHITECTURE

- Plan Review;
- Inspection;
- Consultation;
- Design Services (Conceptual Design, Design Development, Construction Documents);
- Landscape Standards and Design Codes;
- Other miscellaneous landscape services that the City may desire.

LAND SURVEY SERVICES

- Site information and characteristics;
- Verification of title reports;
- Property legal descriptions and division of existing parcels;
- Boundary Surveys;
- Site topographic surveys.
- Other miscellaneous professional services that the City may desire.

ROADWAY & TRAFFIC ENGINEERING

- Roadways/Transportation Planning and Design;
- Traffic Studies, Engineering and Analysis;
- Road Structural Studies, Engineering and Analysis;
- Landscape, Hardscape, and Irrigation Design.
- Other miscellaneous professional services that the City may desire.

STORMWATER & DRAINAGE ENGINEERING

- Stormwater System Modeling, Planning and Design;
- Canal bank structural Analysis and Design;
- Secondary Drainage Studies, Engineering and Analysis and Design;
- Environmental Engineering and Permitting.
- Other miscellaneous professional services that the City may desire.

STRUCTURAL ENGINEERING

- Design and review of structural plans;
- Provide structural Analysis of City facilities including bridges;
- Prepare structural plans and specifications for City facilities, including bridges.
- Other miscellaneous professional services that the City may desire.

MECHANICAL, ELECTRICAL& PLUMBING ENGINEERING

- Building system evaluations;
- Mechanical & Electrical design and construction document preparation services;
- Shop drawing review and construction inspection.
- Other miscellaneous professional services that the City may desire.

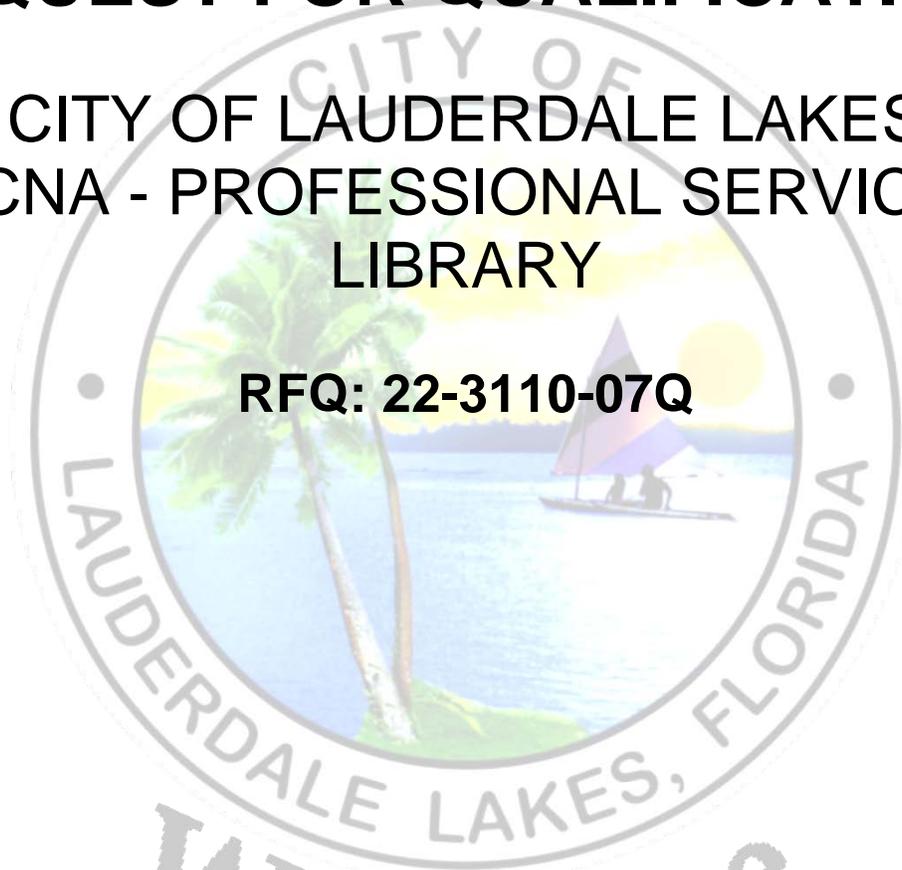
GRANT SERVICES

- ~~Prepare grant applications for federal, state, local or private funding;~~
- ~~Demonstrate ability to identify and map grant guidelines to data, needs, expertise, feasibility, and fiscal priorities;~~
- ~~Development and submittal of grant submittals as directed;~~
- ~~Provide grant administration services.~~
- ~~Other miscellaneous professional services that the City may desire~~

REQUEST FOR QUALIFICATIONS

CITY OF LAUDERDALE LAKES CCNA - PROFESSIONAL SERVICES LIBRARY

RFQ: 22-3110-07Q



CITY OF LAUDERDALE LAKES

Financial Services Department

4300 NW 36th Street

Lauderdale Lakes, FL 33319

Phone: (954) 535-2700

Fax: (954) 535-1892

Email: purchasing@lauderdalelakes.org

DATE ISSUED: September 23 2022

DATE OPENS: October 27, 2022 at 10:00 AM

ALL PROPOSALS WILL BE RECEIVED VIA DEMANDSTAR.COM

City of Lauderdale Lakes, Florida
Purchasing Division

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



| | | | |
|-------------------------------------|---|------------------------|--------------------|
| Solicitation: | 22-3110-07Q | RFQ Issue Date: | September 23, 2022 |
| Proposal Description: | In accordance with the Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Lauderdale Lakes is seeking qualified, experienced, and licensed firm (s) to provide a variety of professional services as described in the Scope of Services. | | |
| Strategic Goal Alignment: | Maintain and Improve Public Infrastructure | | |
| Pre-Proposal Conference: | N/A | Time: | N/A |
| Proposal Submittal Deadline: | October 27, 2022 | Time: | 10:00 am |

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

TO ALL PROSPECTIVE PROPOSERS:

You are hereby invited to submit your proposals for the requirements as specified herein.

The original proposal and the required number of copies must be received in a sealed container that has your company name, address, RFQ number, and description.

| | |
|--|--|
| Bids must be delivered and time stamped prior to the public opening to: | Paper Bid Submittals <u>WILL NOT</u> be accepted. Bids must be submitted electronically via www.demandstar.com. |
|--|--|

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

FAXED OR EMAIL PROPOSALS WILL NOT BE ACCEPTED.

Solicitation Information

| | |
|-----------------------------|---|
| Solicitation Title: | CCNA – Professional Services Library |
| Purpose/Description: | In accordance with the Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Lauderdale Lakes is seeking qualified, experienced, and licensed firm (s) to provide a variety of professional services as described in the Scope of Services. |

| Event | Location | Date | Time |
|---|------------------------------|------------------|---------|
| RFQ Published | City of Lauderdale Lakes, FL | Sep 27, 2022 | N/A |
| Pre-Proposal Conference & Site Inspection | N/A | N/A | N/A |
| Deadline for Questions | City of Lauderdale Lakes, FL | October 20, 2022 | TBD |
| RFQ Close Date/Proposals Due | City of Lauderdale Lakes, FL | October 27, 2022 | 10:00am |
| Evaluation Committee Review | City of Lauderdale Lakes, FL | TBD | TBD |
| Presentation | City of Lauderdale Lakes, FL | TBD | TBD |
| Anticipated Award Date | City of Lauderdale Lakes, FL | TBD | N/A |

Note:

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

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

Bobbi J. Williams, MPA
 Assistant Director, Financial Services
 954-535-2700
purchasing@lauderdalelakes.org

Please send written questions in the form of an email.

REQUEST FOR PROPOSAL

The City of Lauderdale Lakes, Florida, hereinafter referred to as the "CITY", is hereby soliciting proposals from qualified vendors to provide CCNA Professional Services on an as needed basis to all departments within the CITY as specified in the Request For Qualifications #22-3110-07Q to be received at the Purchasing Division, City of Lauderdale Lakes, 4300 NW 36th Street, Lauderdale Lakes, Florida 33319-5599, **until 10:00 a.m. Local Time, on October 27, 2022**, at which time this RFQ will be publicly declared closed.

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

Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.demandstar.com or toll-free: 1-800-711-1712. Proposers who obtain solicitation documents from other sources than DemandStar.com are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by DemandStar.

RFQ: 22-3110-07Q

Title: CCNA – Professional Services Library

Deadline for Receipt of Proposals: October 27, 2022 at 10:00 am

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

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

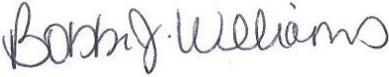
Acceptance and Rejections: The City of Lauderdale Lakes, Florida, reserves the right to reject any and all proposals, waive informalities, re-advertise and award the Contract in its best interest.

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

City of Lauderdale Lakes, Florida

Advertisement Dates:

September 23, 2022

By: 

Bobbi J. Williams, MPA
Assistant Director, Financial Services

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SECTION 1 – DEFINITIONS

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

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

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

SECTION 2 – SCOPE OF SERVICES

I. Background:

The City of Lauderdale Lakes is located near the geographic center of Broward County, immediately east of the Florida Turnpike. State Road 7 (U.S. 441) and Oakland Park Boulevard are the major arterial roadways traversing the CITY. Lauderdale Lakes is approximately 4 square miles in size. The predominant land use is residential with approximately 70% of the total housing stock in multi-family units. The CITY also contains a full range of commercial, industrial and institutional land uses, located primarily along arterial roadways.

The City of Lauderdale Lakes has a diverse population and is estimated at 36,760.

The CITY is governed by a Commission/City Manager form of government. Mayor and Commissioners are elected officials and serve for a four year term. The City Manager is appointed by the City Commission. The current City Manager was appointed November 2017. The CITY employs a skilled and diverse workforce of approximately 144 full-time and part-time employees across nine (9) departments: Mayor and City Commission, City Manager, City Clerk, Community Redevelopment Agency (CRA), Development Services, Financial Services, Human Resources and Risk Management, Parks and Human Services, and Public Works.

II. Scope of Work

In accordance with the Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Lauderdale Lakes and the Community Redevelopment Agency is seeking qualified, experienced, and licensed firm (s) to provide a variety of professional services

The City of Lauderdale Lakes, in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), is seeking proposals from qualified and experienced engineering firms to perform continuing professional engineering and management services for CITY's Professional Services Library.

All work awarded under this contract will be for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million; for study activity, if the fee for professional services for each individual study under the contract does not exceed \$500,000. All work will be performed in accordance with industry standards and comply with applicable laws, and regulations.

III. General Description

The following categories are intended to provide a broad overview of the types of Projects that may be contemplated by the CITY in the future. **Proposers shall specify the category(ies) of their expertise to which they are submitting their Proposal and indicate same on the front page of their Proposal for ease of evaluation.** For each category, Proposers shall ensure that their team is capable of performing all of the Services listed for each category

General Categories

Architectural Services

Services include but may not be limited to the following:

- Design Services (Conceptual Design, Design Development, Construction Documents)
- Plan Review
- Consultation
- Architectural Standards & Design Codes

- Other miscellaneous professional services that the CITY may require.

Landscape Architectural Services

Services include, but may not be limited to the following:

- Plan Review
- Inspection
- Consultation
- Design Services (Conceptual Design, Design Development, Construction Documents)
- Landscape Standards and Design Codes
- Other miscellaneous landscape services that the CITY may desire.

Geotechnical Engineering

Services include, but may not be limited to the following:

- Soil boring (deep and shallow)
- Soil sampling
- Site investigations, testing, and classification
- Subsurface exploration, boring logs
- Pavement and foundation design
- Road subgrade stabilization recommendations
- Utility trench excavation, dewatering and backfill requirements
- Slope stability analysis and stabilization recommendations

Other miscellaneous professional services that the CITY may desire

Land Survey Services

Services include, but may not be limited to the following:

- Site information and characteristics
- Verification of title reports
- Property legal descriptions and division of existing parcels
- Boundary Surveys
- Site topographic surveys.
- Other miscellaneous professional services that the CITY may desire.

GIS Services

Services include, but may not be limited to the following:

- Develop the City-wide GIS system plan
- Consultation
- Perform a needs analysis to identify existing capacity and system needs
- Provide as-needed services to update and maintain the system
- Other miscellaneous professional services that the CITY may desire.

General Planning Services

Services include, but may not be limited to the following:

- Plan Review;
- Comprehensive/Master Plans and Strategic Plans;
- Special Studies and District Plans;
- Land Development Regulations;
- Community Planning & Visioning;
- Fiscal Impact Analysis;
- Impact Fees;
- Expert Testimony;
- Other Miscellaneous Professional Services that the CITY may desire.

Civil Engineering

Services include, but may not be limited to the following:

- Project Management and Design
- Capital Improvements Planning and Implementation
- Feasibility and Engineering Studies
- Contract Administration
- Construction Phase Services; CEI inspection with at least one FDOT certified inspector
- Plat/Site Plan Reviews
- Public Works Inspections
- Other miscellaneous professional services that the CITY may desire

Roadway & Traffic Engineering

Services include, but may not be limited to the following:

- Roadways/Transportation Planning and Design
- Traffic Studies, Engineering and Analysis
- Road Structural Studies, Engineering and Analysis
- Landscape, Hardscape, and Irrigation Design

Stormwater & Drainage Engineering

Services include, but may not be limited to the following:

- Stormwater System Modeling, Planning and Design
- Canal bank structural Analysis and Design
- Secondary Drainage Studies, Engineering and Analysis and Design
- Environmental Engineering and Permitting
- Other miscellaneous professional services that the CITY may desire

Structural Engineering

Services include, but may not be limited to the following:

- Design and review of structural plans
- Provide structural Analysis of CITY facilities including bridges
- Prepare structural plans and specifications for CITY facilities, including bridges
- Other miscellaneous professional services that the CITY may desire.

Mechanical, Electrical & Plumbing Engineering

Services include, but may not be limited to the following:

- Building system evaluations
- Mechanical & Electrical design and construction document preparation services
- Shop drawing review and construction inspection
- Other miscellaneous professional services that the CITY may desire

Professional Services Library Rotation

1. Work assignments within each service category are monitored on a rotational basis by the Financial Services Department.
2. For each service category, the Financial Services Department and Public Works will track qualifying firms' participation in the Professional Services Library based on work assignments.
3. Once a work assignment is identified, firms in that category will be identified, and capabilities paired to the work assignment on an as needed basis. The CITY reserves the right to assign work that it determines is in its best interest.
4. As each work assignment is identified, the next firm in the rotation will be offered the opportunity to negotiate that work assignment with the CITY's Project Manager.

5. Should a firm decline a work assignment or be unable to reach a satisfactory fee negotiation with the CITY within a reasonable time frame, the CITY will contact the next firm on the list until the work assignment is successfully negotiated.
6. Firms will have the option of rejecting one work assignment within each service category within a twelve (12) month period without penalty. A second work assignment rejection within any twelve (12) month period will cause the firm to be skipped in the rotation. A firm who rejects three (3) work assignments (or is unable to satisfactorily negotiate 3 work assignments) in any twelve (12) month period may be removed from the service category at the direction of the Financial Services Director.
7. Firms wishing to reject a work assignment for any reason must complete a Work Assignment Rejection Notification Form. A copy of this completed form must be provided to the Procurement Division by the CITY's Project Manager.

Once a full rotation through all firms in a service category is complete, a method that attempts to impart an equitable distribution of work among selected firms will be based on prior dollars awarded; with the firm having received the least amount of dollars being considered for the next work assignment.

The number of Florida registered professionals and other technical support personnel required for specific projects will be determined during the consultant selection process on a project-by-project basis based on the Department Director or designee's estimate of the consultant personnel required to adequately and competently perform the work in the desired time frame. Firms selected under this group will not be allowed to subcontract their work without the approval of the Department Director in advance.

[END OF SECTION]

SECTION 3 – QUALIFICATIONS

Pursuant to Florida Statutes 287.055, Consultant Competitive Negotiations Act (CCNA), the City of Lauderdale Lakes (hereinafter referred to as the CITY), is accepting statements of qualifications from firms or individuals (team proposals are not welcome) to provide various Professional Services. Since Florida law requires the CITY to make a determination of a Consultant's qualifications prior to employment, the Qualifications Package of this Request for Qualifications will be used by the CITY to make this determination. Additionally, evaluation points will be assigned to information contained in the package to prepare a short-list of firms. Short-listed firms may be invited for oral interviews prior to final selection.

Minimum Requirements

In order for a Proposal to be considered by the CITY, Proposers shall demonstrate, in their Proposals, compliance with the following minimum requirements:

- a) Proposers must be currently certified, licensed and authorized to work in the State of Florida to perform the following Services: architecture, civil, utilities and traffic engineering, land surveying, construction testing and inspections.
- b) Proposers must have experience working within South Florida on projects within each category.
- c) Proposers must be currently insured and meeting insurance requirements applicable by Law to perform the Services, with insurance certificates that state the name of the PROPOSER, current street address of the business and the type of work that the Business Tax Receipt is issued for and all additional insurance requirements, including required endorsements, as specified herein.

The CITY shall not consider Proposals that fail to demonstrate compliance with the above requirements. The Consultant shall maintain and keep in force throughout the life of the Contract, all renewals and extensions, if any, pertaining or related to the requirements specified in this Section. Failure of the Consultant to comply with these requirements will be sufficient grounds for the CITY to declare the Contract in default and subject the Contract to possible termination by the CITY.

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

[END OF SECTION]

SECTION 4 - TERM OF CONTRACT

The CITY anticipates awarding one (1) or more contracts for an initial award period of two (2) years with additional options to renew on an annual basis for three (3) additional years. Prior to, or upon completion, of the initial term, the City of Lauderdale Lakes shall have the option to renew this contract by considering an adjustment to price based on changes in the Consumer Price Index (CPI). The CITY reserves the right to exercise any available option period only when such continuation is clearly in the best interest of the CITY.

The CITY intends to award three or more contracts per discipline. Awarded firms for each category shall be required to perform some or all of the Services on an "as needed" basis, contingent upon the CITY's needs. Services requested from the provider will be based on project specific requirements and the fees will be negotiated in accordance with the fee schedule of the contract. The fee schedule shall detail fully loaded hourly rates for staff level positions and expenses. The initial fee schedule shall remain in effect for the duration of the first contract term. Selected firms may submit updated fee schedules for the next (optional) three year term, subject to negotiation and approval by the CITY. All work orders assigned shall be accomplished using addenda to the master contract. The quantity of work will vary through the contract term.

[END OF SECTION]

SECTION 5 – INQUIRIES/AVAILABILITY

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

City of Lauderdale Lakes – Department of Financial Services
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Attn: Bobbi Williams or Geeta Ramharry
Email: purchasing@lauderdalelakes.org

5.2 Copies of the RFQ may be obtained from the Department of Financial Services.

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

[END OF SECTION]

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

6.1 Proposal shall submit responses electronically at DemandStar by Onvia at www.demandstar.com. Instructions are provided as an attachment. You must be a planholder in order to submit a response. Responses received electronically will remain sealed or unopened until the request for proposal is declared closed.

6.2 In addition, the PROPOSER should submit (in a sealed envelope indicating PROPOSER's name and Request For Qualification (RFQ) number) samples of similar work, identified as follows:

RFQ No.: 22-3110-007Q
RFQ Name: Library of Professional Services
Due Date/ Time: October 27, 2022 @ 10:00AM.

~~6.3 The one (1) original, must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound and must be received by the closing date and time. The original must be submitted in a sealed envelope.~~

6.4 Responses to the RFQ must be signed by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the PROPOSER. The submittal of a Statement of Proposal by the PROPOSER will be considered by the CITY as constituting an Offer by the PROPOSER to perform the required services.

6.5 Failure to respond to all the questions in the proposal package may result in the submittal being considered non-responsive. In order for the CITY to make a determination of qualifications, a complete package must be submitted.

6.6 To obtain the best possible score, it is important that the Project Team Staffing Experience, related experience, and management approach portions of the package specifically address the scope of work, and any special requirements that may be listed. Do not submit resumes in lieu of completing these portions of the RFQ.

7.7 If you propose a joint venture or use outside professional services for any of the project requirements, all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own submittals.

7.8 All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

[END OF SECTION]

SECTION 7 - EVALUATION METHODOLOGY

7.1 The CITY will assemble an evaluation committee comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations, as needed. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein; and other requirements as required by the CITY.

7.2 The following evaluation criteria will be used as a general guide for award of the proposal: Responses to the Request for Proposals will be evaluated by the CITY using, the following evaluation criteria. Scoring will be quantified using an ascending method. The total highest ranked score is the best proposal.

| EVALUATION CRITERIA | MAXIMUM POINTS |
|---|----------------|
| 7.2.1 Qualifications | 30 |
| 7.2.2 Experience | 30 |
| 7.2.3 Performance | 20 |
| 7.2.4 Results | 10 |
| 7.2.5 References | 5 |
| 7.2.6 Availability | 5 |
| Maximum points available for evaluation | 100 |

Evaluation Definitions:

Qualifications – This category rates the skills of the firm’s personnel as demonstrated in the firm’s proposal.

Experience – This category rates the Proposer’s experience with providing services to municipalities comparable to Lauderdale Lakes as demonstrated in the firm’s proposal.

Performance – This category rates the performance of the firm with regard to adherence to their schedule and cost proposals as demonstrated by the information provided by the Proposer and possibly supplemented by information provided by past clients.

Results - This category rates the accomplished results on projects similar in scope and size to the projects anticipated to be performed by the City, as demonstrated by the submitted projects and possibly supplemented by information provided by past clients.

References - This category rates information from past customers on the responsiveness of the firm and the quality of the interactions with the client.

Availability - This category evaluates the Proposer’s current workload and how the firm plans to provide project services to the City.

[END OF SECTION]

SECTION 8 - SELECTION PROCEDURE

8.1 A Selection/Negotiation Committee appointed by the City Manager will be responsible for short listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

8.2 Shortlisted firms may be asked to make a presentation of its qualifications and methodology to City staff and /or the City Commission.

8.3 The committee reserves the right to negotiate an agreement with the shortlisted firms individually based upon ranking or to conduct concurrent negotiations to reach an agreement with one of the shortlisted firms, which will be recommended to the City Manager and/or the City Commission based on the total project award amount.

8.4 The CITY reserves the right to award to one proposer, to split the award among multiple proposers or to not award.

8.5 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE CONTRACT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED CONTRACT HAS BEEN RETURNED TO THE PROPOSER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM, OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED CONTRACT(S) TO THE PROPOSER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROPOSER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE CITY SHALL IN NO WAY BE ESTOPPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

[END OF SECTION]

SECTION 9– REJECTION CRITERIA

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

- 9.1 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 9.2 The instructions, order and matrixes in the Proposal Package have not been properly followed.
- 9.3 The RFQ response Package is found to have concealed or contained false and/or misleading information.
- 9.4 The CITY did not receive the Response to the RFQ Package prior to the submittal deadline both electronically and hard copy.
- 9.5 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**
- 9.6 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- 9.7 The proposal/bid bond/fidelity bond, if required, is not included in the Package.
- 9.8 The Proposal signature page and certification is not properly executed.

[END OF SECTION]

SECTION 10 - WAIVERS

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

[END OF SECTION]

SECTION 11 - INSURANCE REQUIREMENTS

11.1 The PROPOSER 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.

11.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The PROPOSER shall furnish Certificates of Insurance to the CITY's representative prior to the commencement of operations. The Certificates shall clearly indicate that the PROPOSER 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 PROPOSER of its liability and obligations under this Contract.

11.3 The PROPOSER shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum of \$1,000,000 per occurrence for Errors and Omissions.

11.4 The PROPOSER shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the PROPOSER 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 PROPOSER or by anyone directly employed by or contracting with the PROPOSER.

11.5 The PROPOSER 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 PROPOSER 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 PROPOSER or by anyone directly or indirectly employed by the PROPOSER.

11.6 The PROPOSER shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a corporation officer, sole proprietor, or partner. In such case, the firm shall provide copies of their waivers as provided by Florida Statutes 440.055.

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

11.8 Required insurance shall support PROPOSER's indemnity set forth in the Contract and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse change, cancellation or non-renewal of coverage there under. Said liability insurance must be acceptable to and approved by the CITY as to form and types of coverage. In the event that the statutory liability of the CITY is amended during the term of this Contract to exceed the above limits, the PROPOSER shall be required, upon thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY

11.9 It shall be the responsibility of the PROPOSER to insure that all SubProposers comply with the same insurance requirements referenced above.

11.10 Compliance with the foregoing requirements shall not relieve the Successful PROPOSER of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.

11.11 Issuance of a contract is contingent upon receipt of the insurance documents within five (5) business days after a Notification of Tentative Award is issued to the PROPOSER by an authorized official of the CITY. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the Successful PROPOSER shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the CITY. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the Notification Of Tentative Award the Successful PROPOSER shall be in default of the terms and conditions and the any proposed Contract shall deemed terminated immediately. Under these circumstances, the Successful PROPOSER may be prohibited from submitting future Proposals to the CITY for a period of twelve (12) months.

11.12 Successful PROPOSER shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the Successful PROPOSER shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-Purchasing charges from the Successful PROPOSER.

11.13 In the judgment of the CITY, prevailing conditions warrant the provision by Successful PROPOSER of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by Successful PROPOSER of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Successful PROPOSER fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the PROPOSER, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

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

11.15 After award, except as to Worker's Compensation and Employer's Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include the City of Lauderdale Lakes, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured.

[END OF SECTION]

SECTION 12 – GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.14 **WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Department of Financial Services prior to the Solicitation Closing Date & Time. The PROPOSER must present certification to assure that they are indeed an authorized representative of the PROPOSER's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of PROPOSER's proposal. An Offer may also be withdrawn after one hundred

and eighty (80) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Department of Financial Services at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the PROPOSER.

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

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

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

The CITY is further transitioning to vendor payments using the Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be eventually made utilizing the CITY's Purchasing Card. Contractors will receive payment from the purchasing card in the same manner as other credit card purchases. Once fully implemented, the CITY will provide a deadline or window in which Contractors must have the ability to accept credit card payments. Note that any costs associated with the participation in this payment program shall be borne by the Contractor. The CITY reserves the right to revise this program as necessary.

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

12.19 SCRUTINIZED COMPANIES:

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The CITY may terminate this Agreement at the CITY's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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

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

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

~~12.23. **LOCAL PREFERENCE.** Any qualified local business shall receive bidding preferences pursuant to Section 82-356 (l) of the CITY's Code of Ordinances, which states:~~

~~"If a qualified local business submits a response to either an inquiry made pursuant to informal competitive conditions or a formal solicitation as required in Section 82-356 of the code, and the original Bid of the qualified local business is within ten percent (10%) of the low Bid, then the CITY shall give the qualified local business the opportunity to meet the price of the low Bid. The order of preference by which the qualified local business shall be given the opportunity to match the low Bid shall be from the lowest to the highest Bid, as long as the initial Bid was within ten percent (10%) of the low Bid." NOT APPLICABLE FOR THIS SOLICITATION~~

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

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

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

Method of Contract Award For Solicited Projects

Future projects will be solicited only to the Consultants established in the new Library pool under the particular category(ies) for the particular project scope of work. Once Proposals are received, Consultants may be awarded projects on a rotational basis, or by evaluation and ranking by the CITY's selection committee to determine the highest qualified evaluation scoring responsive, responsible PROPOSER

whose Proposal is most advantageous to the CITY. The method of award is at the CITY's sole discretion, for the best interest of the CITY.

The CITY, in its sole discretion, reserves the right to enter into Contract negotiations with a Proposer. If the CITY and that Proposer cannot negotiate a successful Contract, the CITY may terminate those negotiations and begin negotiations with the next most qualified responsive, responsible Proposer. This process may continue until a Contract acceptable to the CITY has been executed or all Proposals are rejected. No Proposer shall have any rights against the CITY arising from such negotiations or termination thereof.

To assure full understanding and responsiveness to the Solicitation requirements and full understanding of qualified Proposals, discussions may be conducted with qualified Proposers who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the Solicitation requirements. The Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining Best and Final Proposals.

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

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

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

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

Telephone Number: 954-535-2700

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

Contractor shall:

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

[END OF SECTION]

SECTION 13 - SUBMITTAL PACKAGE

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

II. Submission of the Request for Proposal should include the following:

a. Title Page: Title pages showing the request for proposal's subject, the firm's name, address, telephone number of contact person and email, and the date of the proposal.

b. Table of Contents: The table of contents should include a clear and complete identification of the materials submitted by section and page number.

c. Transmittal Letter: This letter shall summarize in a brief and concise manner to the PROPOSER's understanding of the work to be performed, the commitment to perform the work with an anticipated time period, a statement why the firm believes itself to be best qualified to perform the services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the PROPOSER must sign the Letter of Transmittal indicating the agent's title or authority.

d. Technical Proposal: The detailed proposal should follow the tabs outlined as set forth below as Tabs 1 thru 7.

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

III. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the Proposers seeking to undertake the scope of services in conformity with the requirements of this RFQ. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the service. It should also specify a management approach that will meet the RFQ requirements.

The technical proposal should address all the points outlined in this RFQ. The proposals should be prepared simply and economically, providing a straightforward, concise description of the PROPOSER's capabilities to satisfy the requirements of the RFQ. While additional data may be presented, the following information as identified via Tabs 1 thru 10 must be included. They represent the areas in which the proposal will be evaluated.

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

TAB #2 Statement of Capabilities:

Provide a statement summarizing in a brief and concise manner to the PROPOSER's understanding of the work to be performed, and the commitment to perform the work with an anticipated time period. Also, include why the vendor believes themselves to be best qualified to perform the services, and that the proposal shall remain in effect for ninety (90) days. In conclusion, an authorized agent of the firm indicating their title or authority must sign attesting to this statement.

TAB #3 Key Personnel/Project Management Team:

- 3.1 List experienced staff members in providing support to the City of Lauderdale Lakes and their experience.
- 3.2 Provide as much information as possible regarding the qualifications, experience and training, to include relevant continuing professional education of the specific staff to be assigned to this contract.
- 3.3 Indicate how the quality of staff will be established and maintained over the terms of the Contract.
- 3.4 Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the CITY.
- 3.5 Provide a resume for each of the qualifying agents listed on the Professional Services Library Proposal Reference Form.

TAB #4 Specific Related Experience of the Firm:

Proposers should state the experience of the firm in providing CCNA Professional Services during the past three (3) to five (5) years. Indicate:

- Client Name, address, email and telephone number
- Whether your firm was the primary or subcontractor
- Description of the contract including;
- Provide a sample list of types of materials or services provided;
- Include turnaround times and/or quantities;
- Challenges encountered, resolutions; and/or
- Contract Starting and Ending Dates

Include the Client Reference Listing in this section.

TAB #5 Current Workload:

List, for the PROPOSER and all major subcontractor's and/or partners firms (list separately):

- Each project currently under contract
- Contract period and duration
- List number of staff assigned
- Brief Project description of the types of materials and/or services

TAB#6 Financial Statements:

Provide the most recent certified business financial statement as of a date not earlier than the end of the PROPOSER's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted. In lieu of a financial statement, PROPOSER may provide Dunn and Bradstreet rating as evidence of financial stability.

TAB #7 Attachments:

Insert Non-Collusive Affidavit (Attachment "B"), Drug-Free WorkPlace Affidavit (Attachment "D"), E-Verify Statement ("E"), Signature Page (Attachment "F"), Debarment Certification (Attachment "G"), Public Entity Crime Statement (Attachment "H"), Certificate of Insurance (proof only), Business Tax Receipt and Licenses (if applicable).

- a. The Firm's professional license issued by the Florida Department of Business and Professional Regulation (e.g. PE, PG, RA or RLA); if applicable
- b. For each of the certifying and qualifying agents provide a copy of their professional license issued by the Florida Department of Business and Professional Regulation* (e.g. PE, PG, RA or RLA), college degree (e.g. chemist or biologist), and their certificates (e.g. AICP, ASQ or divers) if applicable
- c. Florida Department of Agriculture and Consumer Services (e.g. LS).

SUBMITTAL CHECKLIST
Checklist must be inserted before Tab #1

PROPOSER NAME: _____

PROPOSER PHONE: _____

PROPOSER EMAIL: _____

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

- Qualification Statement (Attachment "A"). Complete and sign the qualification statement.
(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
- Client Reference Listing
- Non-Collusive Affidavit (Attachment "B"). This form must be properly notarized.
- ~~Cost Schedule (Attachment "C"). Attach the price of items available.~~
- Drug-Free Workplace Affidavit (Attachment "D")
- E-Verify Statement ("E")
- Signature Page (Attachment "F"). This form must be properly notarized.
- Debarment Certification (Attachment "G")
- Public Entity Crime Statement (Attachment "H"). This form must be properly notarized.
- 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)
- Include the process to request services and address turnaround time. Reminder that the turnaround time is an award criteria.

I have read the solicitation, RFQ 22-3110-07Q, Library of Professional Services, and I acknowledge and fully understand the scope of services and further have read the instructions and general information in its entirety. I agree to perform in accordance with the terms and conditions set forth in this Request for Proposal.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

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

Proposer's Name and Principal Address:

Contact Person's Name and Title: _____

Proposer's Telephone and Fax Number: _____

Proposer's Email Address: _____

Please indicate the Category of Service(s) submitted in this package:

- | | |
|---|--|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> General Planning |
| <input type="checkbox"/> Landscape Architecture | <input type="checkbox"/> Roadway & Traffic Engineering |
| <input type="checkbox"/> Geotechnical Engineering | <input type="checkbox"/> Stormwater & Drainage Engineering |
| <input type="checkbox"/> Land Survey | <input type="checkbox"/> Structural Engineering |
| <input type="checkbox"/> GIS Services | <input type="checkbox"/> Mechanical, Electrical & Plumbing Engineering |
| <input type="checkbox"/> Civil Engineering | |

Proposer's License Number: _____

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

Proposer's Federal Identification Number: _____

Number of years your organization has been in business _____

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

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

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

The business is a: Sole Proprietorship Partnership Corporation

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

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

At what address was that business located?

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

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

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

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

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

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

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

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

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

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

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

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

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

(Print Type Name)

**City of Lauderdale Lakes
CLIENT REFERENCE LISTING**

Please list government agencies and/or private firms with whom you have done business during the last five years. Include this completed document in Tab 4, Specific Related Experience of the Firm.

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

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

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

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

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

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

I UNDERSTAND THAT ALL INFORMATION LISTED ABOVE MAY BE CHECKED BY THE CITY OF LAUDERDALE LAKES AND I AUTHORIZE ALL ENTITIES OR PERSONS LISTED ABOVE TO ANSWER ANY AND ALL QUESTIONS. I HEREBY INDEMNIFY THE CITY OF LAUDERDALE LAKES AND THE PERSONS AND ENTITIES LISTED ABOVE AND HOLD THEM HARMLESS FROM ANY CLAIM

ARISING FROM SUCH AUTHORIZATION OR THE EXERCISE THEREOF, INCLUDING THE DISSEMINATION OF INFORMATION PURSUANT THERETO.

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.

| | |
|---|-------|
| _____ | _____ |
| Contractor/Proposer/Bidder Company Name | |
| _____ | _____ |
| Authorized Company Signature | Date |
| _____ | |
| Authorized Company Printed Name | |
| _____ | |
| Title | |

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

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

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

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

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

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

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

By _____

Sworn to and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20__ by _____ who is personally known to me or who has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

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

DO NOT COMPLETE THIS FORM
ATTACHMENT "C"
COST SCHEDULE

~~BIDDER/PROPOSER must designate a fee for the services below. Cost proposals shall remain valid for ninety (90) days after bid closing. Bidders/Proposers MAY NOT request a change to the prices before this time.~~

Insert Proposer's list of items, prices, quantities, etc. **Attach as separate document.**

~~A. Acknowledgment is hereby made of the following Addendum (identified by number) received since issuance of the Request for Proposals:~~

~~Addendum No. _____ Date: _____~~

~~Addendum No. _____ Date: _____~~

~~Addendum No. _____ Date: _____~~

~~B. PROPOSER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.~~

~~C. The correct legal name of Bidder/Proposer is: _____~~

~~D. Communications concerning this Proposal shall be addressed to:~~

~~Contact Name: _____~~

~~City/State/Zip: _____~~

~~Phone & Fax: _____~~

~~E-Mail: _____~~

**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 contendens to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

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

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

A certificate of compliance must accompany this affirmation.

Proposal/Contract No: RFQ 22-3110-07Q

Project Description: CCNA - PROFESSIONAL SERVICES LIBRARY

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

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

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

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

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

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

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

Submitted on this _____ day of _____, 20____.

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

Witness

Printed

Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 2021, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 2021, between the City of Lauderdale Lakes, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

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

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

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20__ by _____ who is personally known to me or who has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

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

CERTIFICATE
(For Corporation)

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

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 2021, between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

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

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

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

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

City of Lauderdale Lakes
ATTACHMENT "G"
DEBARMENT CERTIFICATION

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

Instructions for Certification

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

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

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

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

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

Proposer's Signature

(Print Type Name)

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

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

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

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

_____ (name of entity) whose business address is

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

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

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

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

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

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

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

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

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

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

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

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

By _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20__ by _____ who is personally known to me or who has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number



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

CONTRACT # 21-3410-XXR
SERVICES AGREEMENT

This Contract is made as of the _____ day of June, 2021 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida ("CITY"), and _____, a corporation authorized to do business in the State of Florida, ("CONTRACTOR"), whose Federal I.D. Number is _____.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to administer the City's Minor Home Repair Program and;

WHEREAS, at its meeting of _____, 2021, by Resolution #2021-____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as "Contract #21-3410-XXR and;

WHEREAS, the CONTRACTOR is willing and able to perform the work of the Lauderdale Lakes Community Redevelopment Agency Architectural design Standards Manual for the compensation and on the terms, conditions and specifications hereinafter set forth.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to develop an architectural design standards manual as more specifically set in the Scope of Services detailed in Exhibit "A" attached hereto and made part hereof.

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

ARTICLE 2 - TERM

The Community Redevelopment Agency anticipates awarding a contract for the period through the completion and acceptance of the design manual per the timeline as submitted by the Successful Proposer.

In the event of an exercise of the option(s) to renew, the terms and conditions set forth herein, exclusive of the rights set forth in this specific subsection, shall apply equally to such renewed Term. The CITY may provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term.

Extension of Contract:

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Attachment "C", Cost Schedule. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.
- B. CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.
- C. Payments under this program are grant funded and can only be reimbursed to the City after a client or project is completed. In the event, a client does not complete the program, Contractor will be paid on an agreed upon amount prorated based upon the number of hours performed for the client and hourly rate of the designated management personnel.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

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

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the

Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

If a sub-Contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-Contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do

so, subject to acceptance of the new sub-Contractor by the CITY. The substitution of a sub-Contractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

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

ARTICLE 9 – INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. It shall be the responsibility of the CONTRACTOR to insure that all sub-Contractors comply with the same insurance requirements referenced above.

- G. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
- H. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.
- I. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- J. All insurance, other than Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 10 - INDEMNIFICATION

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

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

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

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

ARTICLE 11- SUCCESSORS AND ASSIGNS

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

ARTICLE 12 - REMEDIES

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

ARTICLE 13 - CONFLICT OF INTEREST

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

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

ARTICLE 14 - EXCUSABLE DELAYS

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

ARTICLE 15- PLEDGE OF CREDIT, ARREARS

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

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

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 18 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than 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 19 - ACCESS AND AUDITS

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

ARTICLE 20 - NONDISCRIMINATION

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

ARTICLE 21 - ENFORCEMENT COSTS

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- ENTIRETY OF CONTRACTUAL CONTRACT

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

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

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

ARTICLE 26 - NOTICE

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

Attn: City Manager
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 733-7325

Copy to: Purchasing Division
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 954-1832

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR
Attn: Authorized Contact Person
Name of Company
Address
Tel:
Fax:
Email:

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.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

SAMPLE

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 ____, 2021

NAME OF COMPANY

Corporate Seal

Witness

NAME, President/CEO

As to the CITY on the ____ day of ____, 2021.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Hazelle Rogers, Mayor

APPROVED AS TO FORM

City Attorney

SAMPLE

ALL EXHIBITS WILL BE ATTACHED HERE

Tabulation Sheet

Agency Name City of Lauderdale Lakes, FL

Bid Number RFQ-22-3110-07Q-0-2022/EL

Bid Name Professional Services Library

Bid Due Date 12/14/2022 10:00:00 Eastern

Bid Opening Closed

36 responses found.

✔ online,
 📧 offline,
 ● not submitting,
 🚫 not received

| | Company | Responded | Address | Bid Amount | Alt Bid Amount | Declared Attributes | Documents | Sent |
|-----------------|-------------------------------------|-----------------------------------|---|---------------|----------------|--|-----------------------|------|
| Complete | | | | | | | | |
| 1. | ACAI Associates Inc. | 12/13/2022 14:28:02 Eastern | 2937 West Cypress Creek Road, Suite 200, Fort Lauderdale, FL, 33309 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✔ |
| 2. | AE Engineering Inc | 12/13/2022 20:29:29 Eastern | 219 N Newnan Street, 4th Floor, Jacksonville, FL, 32202 | \$0.0000 | 0.0000 | African American Owned, Hispanic Owned, Small Business | Bid Package Submittal | ✔ |
| 3. | AREHNA Engineering, Inc. | 12/13/2022 17:05:23 Eastern | 12296 Wiles Road, Coral Springs, FL, 33076 | \$1.0000 | 0.0000 | Small Business, Woman Owned | Bid Package Submittal | ✔ |
| 4. | BCC Engineering | 12/14/2022 09:31:00 Eastern | 6401 SW 87th Avenue, Miami, FL, 33173 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✔ |
| 5. | BEA Architects, Inc. | 12/13/2022 18:32:55 Eastern | 3075 NW South River Drive, Miami, FL, 33142 | \$0.0000 | 0.0000 | Hispanic Owned, Woman Owned | Bid Package Submittal | ✔ |
| 6. | CALTRAN Engineering Group, Inc | 12/13/2022 15:04:13 Eastern | 790 NW 107 Avenue, Suite 200, Miami, FL, 33172 | \$0.0000 | 0.0000 | Hispanic Owned, Small Business, Woman Owned | Bid Package Submittal | ✔ |
| 7. | Calvin, Giordano & Associates, Inc. | 12/14/2022 08:33:46 Eastern | 1800 Eller Drive, Suite 600, Fort Lauderdale, FL, 33316 | \$1.0000 | 0.0000 | | Bid Package Submittal | ✔ |
| 8. | CPH Engineers | 12/14/2022 08:18:37 Eastern | 500 W Fulton Street, Sanford, FL, 32771 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✔ |
| 9. | CPZ Architects, Inc. | 12/13/2022 12:16:40 Eastern | 4316 W Broward Blvd, Fort Lauderdale, FL, 33317 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✔ |
| 10. | Craven, Thompson & Associates, Inc. | 12/13/2022 13:46:03 Eastern | 3563 NW 53rd Street, Fort Lauderdale, FL, 33309 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✔ |
| 11. | Design2Form | 12/13/2022 19:12:56 Eastern | 2001 Tyler Street, Suite 2, Hollywood, FL, 33020 | \$0.0000 | 0.0000 | African American Owned, Small Business | Bid Package Submittal | ✔ |
| 12. | DRMP, Inc. | 12/14/2022 08:54:05 Eastern | 6853 SW 18th Street, Suite 310, Boca Raton, FL, 33433 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✔ |
| 13. | EAC Consulting, Inc. | 12/13/2022 | 5959 Blue | \$500000.0000 | 0.0000 | African | Bid Package Submittal | ✔ |

| | | | | | | | | | |
|----|---|-----------------------------------|--|----------------|--------|--|-----------------------|---|--|
| 14 | Engenuity Group, Inc. | 08:50:18 Eastern | Lagoon Drive Suite 410, Miami, FL, 33126 | | | American Owned | | | |
| 15 | Environmental Consulting & Technology, Inc. | 11/30/2022 09:35:47 Eastern | 300 Lock Road, Suite #302, Deerfield Beach, FL, 33443 | \$0.0000 | 0.0000 | Asian/Hawaiian Owned, Small Business, Woman Owned | Bid Package Submittal | ✓ | |
| 16 | Florida Technical Consultants | 12/14/2022 09:30:28 Eastern | 39 Merrick Way, 3rd Floor, Coral Gables, FL, 33134 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✓ | |
| 17 | GHD Services Inc | 12/13/2022 15:52:43 Eastern | 533 E Ocean Ave, Suite 2, Boynton Beach, FL, 33435 | \$0.0000 | 0.0000 | Small Business | Bid Package Submittal | ✓ | |
| 18 | HP Consultants Inc. | 12/14/2022 08:16:37 Eastern | 3380 Fairlane Farms Road, Suite 16, Wellington, FL, 33414 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✓ | |
| 19 | Jorge Gutierrez Architect | 12/13/2022 21:59:04 Eastern | 4444 Inverrary Blvd., Lauderhill, FL, 33319 | \$0.0000 | 0.0000 | Asian/Hawaiian Owned, Small Business | Bid Package Submittal | ✓ | |
| 20 | Justin Architects, P.A. (PKA Cartaya & Associates) | 12/13/2022 10:00:28 Eastern | 14400 NW 77 Court, Suite 104, Miami Lakes, FL, 33016 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✓ | |
| 21 | Kimley-Horn and Associates, Inc. | 12/14/2022 09:27:46 Eastern | 2400 E. COMMERCIAL BLVD. , STE. 201, Fort Lauderdale, FL, 33308 | \$5000000.0000 | 0.0000 | Hispanic Owned, Small Business | Bid Package Submittal | ✓ | |
| 22 | Lakdas/Yohalem Engineering, Inc. | 12/14/2022 09:32:33 Eastern | 189 South Orange Avenue, Suite 1000, Orlando, FL, 32801 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✓ | |
| 23 | Longitude Surveyors, LLC | 12/13/2022 19:46:36 Eastern | 2211 NE 54th Street, Fort Lauderdale, FL, 33308 | \$0.0000 | 0.0000 | Asian/Hawaiian Owned, Small Business | Bid Package Submittal | ✓ | |
| 24 | M.C. Harry & Associates, Inc. | 12/14/2022 08:23:44 Eastern | 7769 NW 48 Street, Suite 375, Doral, FL, 33166 | \$0.0000 | 0.0000 | Hispanic Owned, Small Business | Bid Package Submittal | ✓ | |
| 25 | McMahon Associates, Inc. | 12/08/2022 12:56:07 Eastern | 2780 SW Douglas Road Ste.302, Miami, FL, 33133 | \$0.0000 | 0.0000 | African American Owned, Hispanic Owned | Bid Package Submittal | ✓ | |
| 26 | Miller Legg | 12/13/2022 17:07:51 Eastern | 2090 Palm Beach Lakes Blvd., Suite 400, West Palm Beach, FL, 33410 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✓ | |
| 27 | Osborn Engineering | 12/14/2022 08:53:59 Eastern | 5747 N. Andrews Way, Fort Lauderdale, FL, 33309 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✓ | |
| 28 | R.J. Behar & Company, Inc. | 12/13/2022 21:02:56 Eastern | 400 N Tampa Street, Suite 2230, Tampa, FL, 33602 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✓ | |
| | | 12/13/2022 17:01:42 Eastern | 6861 SW 196 Avenue, Suite 302, | \$0.0000 | 0.0000 | Hispanic Owned, Small Business | Bid Package Submittal | ✓ | |

| | | | | | | | | |
|----|----------------------------------|-----------------------------------|--|----------|--------|--|-----------------------|---|
| 29 | RADISE International, LC | 12/14/2022 08:47:43 Eastern | Fort Lauderdale, FL, 33332 3296 NW 9th Avenue (Powerline Rd) , FL, Oakland Park, FL, 33556 | \$0.0000 | 0.0000 | Asian/Hawaiian Owned, Small Business, Woman Owned | Bid Package Submittal | ✓ |
| 30 | Saltz Michelson Architects, Inc. | 12/13/2022 18:21:35 Eastern | 3501 Griffin Road, Fort Lauderdale, FL, 33312 | \$0.0000 | 0.0000 | Small Business | Bid Package Submittal | ✓ |
| 31 | SGM Engineering, Inc. | 12/13/2022 16:03:34 Eastern | 5805 Blue Lagoon Drive , Suite 285, Miami, FL, 33126 | \$0.0000 | 0.0000 | Asian/Hawaiian Owned, Small Business | Bid Package Submittal | ✓ |
| 32 | SSN Engineering, LLC | 12/02/2022 09:52:58 Eastern | 3500 N State Rd 7, Ste 213-4, Lauderdale Lakes, FL, 33319 | \$0.0000 | 0.0000 | Asian/Hawaiian Owned, Small Business | Bid Package Submittal | ✓ |
| 33 | The Corradino Group, Inc. | 12/12/2022 10:21:04 Eastern | 4055 NW 97th Avenue, Suite 200, Miami, FL, 33178 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✓ |
| 34 | Tierra South Florida, Inc. | 12/14/2022 09:19:34 Eastern | 2765 Vista Parkway, Suite 10, West Palm Beach, FL, 33411 | \$0.0000 | 0.0000 | Asian/Hawaiian Owned | Bid Package Submittal | ✓ |
| 35 | Universal Engineering Sciences | 12/12/2022 09:39:21 Eastern | 3532 Maggie Boulevard, Orlando, FL, 32811 | \$0.0000 | 0.0000 | | Bid Package Submittal | ✓ |
| 36 | Wolfcreek Consulting | 12/14/2022 09:35:23 Eastern | 7351 Wiles Road, Suite 207, Coral Springs, FL, 33067 | \$0.0000 | 0.0000 | African American Owned, Small Business | Bid Package Submittal | ✓ |

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

| Title |
|-------|
|-------|

DISCUSSION AUTHORIZING A CONTRACT AWARD TO AIDING WITH CARE HEALTH SERVICES INC. ON AN AS-NEEDED BASIS FOR THE CITY OF LAUDERDALE LAKES ALZHEIMER’S CARE CENTER, AFTER COMPLETING THE SOLICITATION ITB 26-3410-21B CITYWIDE NURSING SERVICES AS THE LOWEST RESPONSIBLE AND RESPONSIVE VENDOR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED AND FORTY THOUSAND DOLLARS AND ZERO CENTS (\$140,000.00) BEGINNING OCTOBER 1, 2026 FOR A THREE (3) YEAR TERM WITH TWO (2) ONE (1) YEAR OPTIONS TO RENEW

| Summary |
|---------|
|---------|

This is a discussion authorizing a contract award to Aiding with Care Health Services Inc. on an as-needed basis for the City of Lauderdale Lakes Alzheimer’s Care Center, after completing the solicitation ITB 26-3410-21B Citywide Nursing Services as the lowest responsible and responsive vendor In an amount not to exceed \$140,000.00 dollars (\$140,000.00) beginning October 1, 2026 for a three (3) year term with two (2) one (1) year options to renew.

| Staff Recommendation |
|----------------------|
|----------------------|

Background:

The City of Lauderdale Lakes sought qualified, experienced, and licensed firm(s) to provide Citywide Nursing Services. Although current contract does not expire until September 30, 2026, the City initiated the solicitation process to ensure continuity of services. The objective of this award is to secure a qualified and capable vendor to provide specialized nursing services to clients enrolled in the City’s Alzheimer’s Care Center on an as-needed basis. Services include **Registered Nurses (RN), Licensed Practical Nurses (LPN), and Certified Nursing Assistants (CNA)**. Additionally, many of the clients being served are experiencing increased frailty, resulting in a higher number of homebound clients who require in-home support services.

- **Registered Nurses (RN):** Clinical nursing care, assessments, and on-call services
- **Licensed Practical Nurses (LPN):** Nursing support services within the scope of licensure
- **Certified Nursing Assistants (CNA):** Personal care and assistance with activities of daily living
- **In-Home Respite Care (IHRC) Providers:** Non-medical, in-home respite services

Staffing will be provided on an as-needed basis, with scheduling and assignments determined solely by the City.

The City issued a solicitation, ITB 26-3410-21B Citywide Nursing Services on its OpenGov platform and the summary is as follows:

Release Date: Wednesday, January 14, 2026 4:47pm

Notified: 16381

Pre-Bid Conference (Mandatory): January 29, 2026, 11:00am

Deadline for Questions: February 6, 2026, 5:00pm

Due Date: Thursday, February 12, 2026 10:00am

Responses: 7

Non- Responsive: 4

The Preliminary Evaluation Tabulation for ITB 26-3410-21B Citywide Nursing Services, indicates the following average total amounts, with a detail breakdown of all rates attached.

| Rank | Vendor | Average Total | Location |
|------|-----------------------------------|---------------|-------------------|
| | AIDING WITH CARE HEALTH SERVICES, | | Margate, FL 33063 |

| | | | |
|---|--------------------------------|---------|---------------------------|
| 1 | INC | 29.1429 | |
| 2 | THE ROSE GROUP, INC | 34.0714 | Gainesville, FL 32605 |
| 3 | MYNDHACK | 34.5714 | Glendale, AZ 85302 |
| 4 | PASSIONATE CARE SERVICES LLC | 37.5714 | West Palm Beach, FL 33407 |
| 5 | SARGAD LLC | 46.2857 | Troy, MI 48084 |
| 6 | AMERICAN MEDICAL STAFFING, INC | 46.8571 | Hunt Valley, MD 21031 |
| 7 | INVOTI L.L.C. | 57.8571 | Jefferson City, MO 65109 |

Four (4) vendors failed to attend the Mandatory Pre-Bid meeting; THE ROSE GROUP, INC, MYNDHACK, SARGAD LLC, INVOTI L.L.C., therefore, they are deemed non-responsive.

AIDING WITH CARE HEALTH SERVICES, INC, is ranked as the lowest, responsive and responsible bidder's hourly rates as follows:

| Line Item | Description | Unit Cost |
|-----------|-------------------------------------|-----------|
| 1 | On-Call Nursing Services (RN) | \$ 50.00 |
| 2 | On-Call Nursing Services (LPN) | \$ 40.00 |
| 3 | On-Call Nursing Services (CNA) | \$ 20.00 |
| 4 | In-Home Respite Care Services (RN) | \$ 30.00 |
| 5 | In-Home Respite Care Services (LPN) | \$ 24.00 |
| 6 | In-Home Respite Care Services (CNA) | \$ 20.00 |
| 7 | In-Home Respite Care Services (HAA) | \$ 20.00 |

City staff is requesting the award of this contract to Aiding With Care Services, Inc. for Citywide Nursing Services. The vendor will serve as the City's primary provider for as-needed and on-call nursing services at the rates provided in accordance with the City's Procurement Code, Section 82-356(a)(1), of the Lauderdale Lakes procurement code which allows Competitive sealed bidding (Invitation to Bid).

The term of this agreement shall be for a three (3) year term, **effective October 1, 2026**, and may be renewed for an additional two (2) one-year terms, for a total term not to exceed five (5) years. Each renewal of this agreement shall be contingent upon approval by the City and continued satisfactory performance by the Vendor in accordance with the terms of the agreement.

Approval of this item supports the City's goal of providing high-quality, responsive, and compliant care services to seniors and residents living with Alzheimer's disease.

Funding Source:

Funding for this will be supported through 1121200-3410 – Other contractual services.

Fiscal Impact:

Not to exceed One Hundred Forty Thousand Dollars (\$140,000.00) per Fiscal Year

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

Meeting Date: 3/9/2026

ATTACHMENTS:

| Description | Type |
|--------------------------|---------|
| ☐ Exhibit A-Solicitation | Exhibit |
| ☐ Exhibit B | Exhibit |

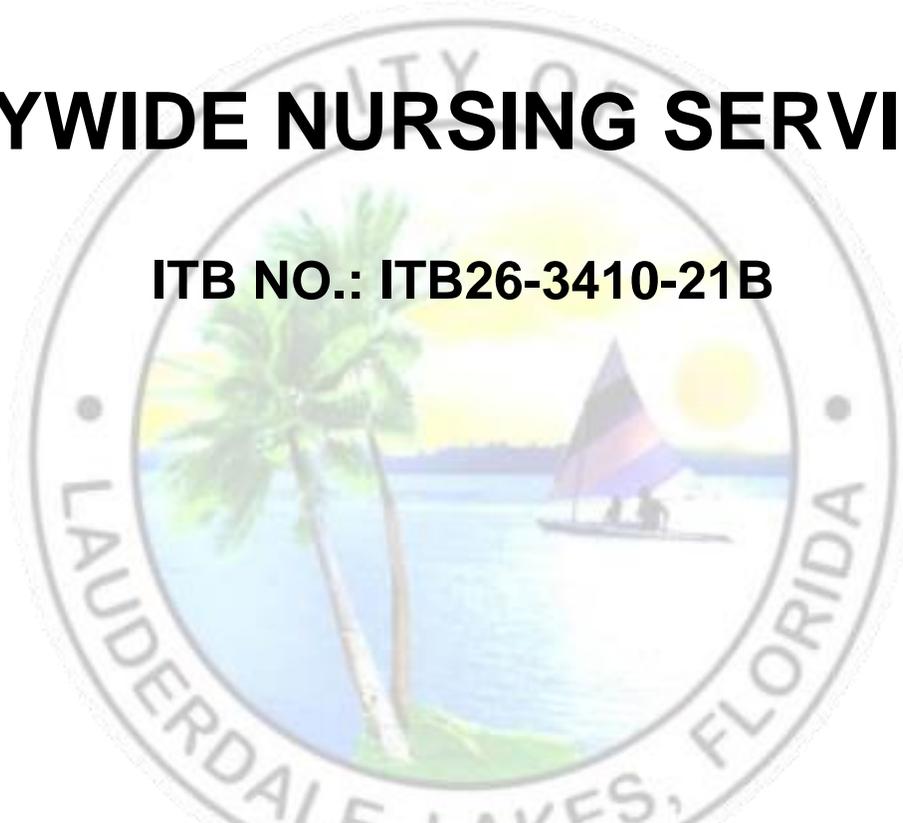
- ▢ Exhibit C
- ▢ QUALIFICATION AND CAPABILITY STATEMENT

Exhibit
Backup Material

INVITATION TO BID

CITYWIDE NURSING SERVICES

ITB NO.: ITB26-3410-21B



CITY OF LAUDERDALE LAKES

Financial Services Department

4300 NW 36th Street

Lauderdale Lakes, FL 33319

Phone: (954) 535-2700

Fax: (954) 535-1892

Email: purchasing@lauderdalelakes.org

**ALL PROPOSALS WILL BE RECEIVED VIA THE CITY'S ePROCUREMENT
PORTAL AT: <https://procurement.opengov.com/portal/lauderdalelakes>**

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12. SUBMITTAL PACKAGE
13. VENDOR QUESTIONNAIRE
14. ATTACHMENTS

Attachments:

AA - Sample Agreement

SOLICITATION INFORMATION

Solicitation Title: Citywide Nursing Services

Purpose/Description:

The City of Lauderdale Lakes is seeking qualified, experienced, and licensed firm(s) to provide Citywide Nursing Services in accordance with the terms, conditions and specifications contained in this Invitation To Bid (ITB). Bids will be due via the City's eProcurement portal at <https://procurement.opengov.com/portal/lauderdalelakes> on or before **10:00 am at Thursday, February 12, 2026**. Late Bids will not be accepted.

| | |
|---------------------------------|---|
| Bid Published: | January 14, 2026 |
| Pre-Bid Conference (Mandatory): | January 29, 2026, 11:00am Lauderdale Lakes City Hall 4300 NW 36th Street Lauderdale Lakes, FL 33319 Gereffi Room, 2nd Floor |
| Deadline for Questions: | February 6, 2026, 5:00pm |
| ITB Close Date/Bids Due: | February 12, 2026, 10:00am |
| Anticipated Award Date: | April 14, 2026 |

Note:

The City of Lauderdale Lakes reserves the right to delay and/or change the date for the Anticipated Award Date.

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

Mr. Aazam Piprawala
Procurement Administrator

Please submit all written questions via the City's eProcurement portal at <https://procurement.opengov.com/portal/lauderdalelakes>.

Questions will only be accepted via the City's eProcurement portal.

The rest of this page is intentionally left blank.

INVITATION TO BID (ITB)

The City of Lauderdale Lakes, Florida, hereinafter referred to as the "CITY", is hereby soliciting bids from qualified Contractors to provide **Citywide Nursing Services** in accordance with the terms and conditions and specifications contained in this **Invitation To Bid (ITB) No. ITB26-3410-21B**. Bids are to be submitted via the City's eProcurement portal at <https://procurement.opengov.com/portal/lauderdalelakes> **until 10:00 am Local Time, on Thursday, February 12, 2026**, at which time this ITB will be publicly declared closed.

Please submit Proposals electronically via the City's eProcurement portal at <https://procurement.opengov.com/portal/lauderdalelakes>. Hard copies of the bids or proposals are no longer accepted.

Solicitation documents shall be obtained via the eProcurement portal at <https://procurement.opengov.com/portal/lauderdalelakes>. Bidders who obtain solicitation documents from other sources than <https://procurement.opengov.com/portal/lauderdalelakes> are cautioned that the solicitation package may be incomplete. Furthermore, all addenda will be posted and disseminated via the portal. **Deadline for Receipt of Proposals: Thursday, February 12, 2026 at 10:00 am.**

Pre-Bid Conference: A Mandatory pre-bid conference has been scheduled. **Please note, the CITY will be working on our City Hall Elevator at this time. If you may need assistance getting upstairs for our pre-bid conference, please notify us at least 3 business days prior to the meeting.**

Electronic Proposal Openings. Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Lauderdale Lakes will be opened electronically via the eProcurement portal at the date and time indicated on the solicitation. All openings will be held on the <https://procurement.opengov.com/portal/lauderdalelakes> platform. The opening may be viewed in real time through a "Zoom Meeting" or similar type platform.

Bid Opening ITB26-3410-21B Citywide Nursing Services. Thursday, February 12, 2026, 10:00 am
(America/New_York)

Please join my meeting from your computer, tablet or smartphone. Get the app now and be ready when your first meeting starts (<https://www.zoom.com/>)

PURCHASING@LAUDERDALELAKES is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/83997042149?pwd=iDZE9hmlOI1Da6Syk5b1ssMqbO26pS.1>

Meeting ID: 839 9704 2149

Passcode: 994391

One tap mobile

+13052241968,,83997042149# US

+13092053325,,83997042149# US

Join instructions

<https://us06web.zoom.us/join/83997042149?signature=wpUy-qmbkY69-yjf6iHUMr7yDgyw7c6pRfsME5jIbul>

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

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

City of Lauderdale Lakes, Florida

By: 

Mr. Aazam Piprawala, CERT SCM.

Procurement Administrator, Financial Services

Advertisement Dates: January 18th, 2026, January 20th, 2026, & January 26th, 2026

DEFINITIONS

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

- A. **Addendum/Addenda:** Any additions, deletions, or revisions to the Solicitation.
- B. **Amendment:** Document signed by the Consultant and the CITY that authorizes an adjustment in the Work, Contract Price, or Contract Time.
- C. **Best and Final Proposal(s):** The final quote submitted after negotiations are completed containing the PROPOSER's most favorable terms for price, Services, and products to be delivered.
- D. **"Bid" or "Invitation to Bid" (ITB):** terms used interchangeably in an Invitation to Bid while retaining the same meaning.
- E. **CBE Firm or SBE Firm:** A County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.
- F. **Change Order:** means a written order issued by Owner and, except for unilateral written orders approved by Owner, accepted by Contractor, authorizing additions, deletions, or revisions in the Work, or an adjustment in the contract price, or contract times, issued on or after the Effective Date of the Contract.
- G. **City or Owner:** City of Lauderdale Lakes, Florida, the public body, agency or instrumentality for which a Contract is to be performed. In all respects hereunder, City's performance is pursuant to City's position as the owner of a construction project. In the event City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to City as a party to the Contract.
- H. **City Commission:** The governing and legislative body of the CITY.
- I. **City Manager:** The chief administrative officer of the CITY as defined by City Charter and/or Code of Ordinances.
- J. **Contract or Agreement:** The written agreement for performance of the Scope of Work entered into between the CITY and the successful PROPOSER.
- K. **Contract Administrator:** The Purchasing Agent, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- L. **Contract Documents:** The solicitation, all attachments and exhibits, Qualification Forms (including the Quote, information required of PROPOSER, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Terms and Conditions (if any), Special Conditions (if any), Technical Specifications (if any), Drawings, and all addenda and Change Orders.
- M. **"Contract Drawings" or "Drawings":** means the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- N. **"Contract Price":** means the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents.
- O. **Department of Financial Services:** The Department of Financial Services-Department of Financial Services of the City of Lauderdale Lakes.

- P. **Drawings and/or Plans:** The official drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of Work and which have been prepared by the Consultant and are referred to in Contract Documents.
- Q. **Due Date and Time:** Due date and time listed in the Solicitation Timetable stated in this Solicitation.
- R. **Effective Date of the Agreement:** Date indicated in the Agreement on which it was executed. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.
- S. **Evaluation/Selection Committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- T. **Local Business:** A firm that is domiciled and doing business within the City of Lauderdale Lakes CITY limits and complies with all City of Lauderdale Lakes licensing requirements and is current on all CITY taxes.
- U. **Notice to Proceed.** A written notice to Contractor authorizing the commencement of work.
- V. **“Proposal”, “Response” “Offer” or “Bid”:** Any offer(s) submitted in response to this solicitation.
- W. **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Contract, PROPOSER shall mean the same thing as the BIDDER.
- X. **“Provider”, “Bidder”, “Contractor”, or “Successful Proposer” “Firm” “Program Administrator” “Vendor: or “Consultant”:** The PROPOSER receiving an award as a result of this solicitation. Said terms may be used interchangeably while retaining the same meaning.
- Y. **Purchasing Office:** The Administration Division of the Department of Financial Services of the City of Lauderdale Lakes.
- Z. **“Request for Proposal,” or “RFP”:** A Request for Proposal including all Exhibits and Attachments as approved by the CITY, and addenda or change orders issued by the Purchasing Division.
- AA. **Subcontractor / Subconsultant:** Any person, firm, entity, or organization, other than the employees of the Successful PROPOSER, who contract with the Successful PROPOSER to furnish labor, or labor and materials, in connection with the Work or Services to the CITY, whether directly or indirectly, on behalf of the Successful PROPOSER.
- BB. **Substitutions or As Equal:** Materials, products, equipment or system, that are alternate from those originally specified in the Contract Documents.
- CC. **Surety:** The surety company or individual bound by the performance bond and payment bond with and for the Successful PROPOSER who is primarily liable, and which surety company or individual is responsible for the Successful PROPOSER's satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section §255.05, Florida Statutes.
- DD. **Taxes:** All taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.
- EE. **Vendor:** All merchants, Material men, Suppliers of labor, Material and equipment, providers and all other professionals who are currently under service contracts with the CITY and are delivering Services to the CITY.
- FF. **Work, Services, Program, Project, Activity, or Engagement:** All matters that will be required to be done by the successful PROPOSER in accordance with the Scope of Work, and the Terms and Conditions of this solicitation.

SCOPE OF SERVICES

Scope of Services

As-Needed Nursing and In-Home Respite Care Services

1. General Description of Services

The Contractor shall provide qualified nursing personnel to deliver in-facility and in-home care on an as-needed, on-call basis to support the operations and client services of the City's Alzheimer's Care Center and related services programs, as directed by the City. All services shall be provided in a manner that ensures continuity of care, client safety, regulatory compliance, and adherence to professional standards of practice.

2. Staffing Services Required

The Contractor shall furnish the following licensed and certified personnel, as requested by the City:

- **Registered Nurses (RN):** Clinical nursing care, assessments, and on-call services
- **Licensed Practical Nurses (LPN):** Nursing support services within the scope of licensure
- **Certified Nursing Assistants (CNA):** Personal care and assistance with activities of daily living
- **In-Home Respite Care (IHRC) Providers:** Non-medical, in-home respite services

All staffing shall be provided on an as-needed basis, with scheduling and assignments determined solely by the City.

3. Minimum Service Requirements

- In-Home Respite Care services shall be provided for a minimum of four (4) consecutive hours per assignment, unless otherwise approved by the City.
- Service hours and staffing levels shall be determined exclusively by City staff based on program needs.
- The Contractor shall ensure timely fulfillment of staffing requests and provide replacement coverage when necessary.

4. Licensing, Certification, and Compliance

The Contractor shall ensure that all personnel:

- Hold current and valid Florida licensure or certification applicable to their role
- Maintain current CPR and First Aid certifications
- Complete all required in-service training and continuing education
- Remain in good standing with all applicable regulatory agencies

The Contractor shall maintain all licenses required by the Agency for Health Care Administration (AHCA) and comply with all applicable federal, state, and local laws and regulations.

5. Background Screening Requirements

All personnel assigned under this Contract shall comply with Level II background screening and fingerprinting requirements in accordance with:

- Florida Statutes § 400.9065
- Florida Statutes § 408.809

- Chapter 435, Florida Statutes

Documentation of compliance shall be made available to the City upon request.

6. Insurance Requirements

The Contractor shall maintain and provide proof of insurance as required by Florida law, including but not limited to:

- Professional Malpractice Insurance
- General Liability Insurance

Insurance coverage shall meet or exceed the minimum limits required under:

- Florida Statute § 400.471(3)
- Florida Statute § 624.605

Certificates of Insurance shall be submitted prior to the commencement of services and upon each renewal.

7. Service Exclusions

The Contractor shall not be required to provide services on the following City-recognized holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

8. Performance Standards

The Contractor shall ensure that all personnel:

- Perform services in a professional, ethical, and compassionate manner
- Adhere to all City policies, procedures, and program standards
- Respect client confidentiality and dignity at all times
- Maintain reliability, punctuality, and responsiveness to City requests

Failure to meet performance expectations may result in corrective action or termination of services.

9. City Oversight

The City shall designate a Contract Representative to coordinate scheduling, service authorization, and performance monitoring. The Contractor shall fully cooperate with all City oversight, reporting, and compliance requirements.

10. Pricing Structure

Services shall be compensated based on hourly rates by staff classification, as established in the Contract or applicable pricing exhibit. Total expenditures shall not exceed the authorized annual contract amount.

The rest of this page is intentionally left blank.

GENERAL CONDITIONS

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

ADDITIONAL TERMS AND CONDITIONS:

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

ANNUAL APPROPRIATION:

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

ASSIGNMENT:

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

AWARD OF CONTRACT

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

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

RESPONSE SUBMITTAL

Responses are to be submitted electronically via the City's eProcurement portal at <https://procurement.opengov.com/portal/lauderdalelakes>.

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

Responses by corporations must be executed in the corporate name by the president, vice-president or other corporate officer, attested by the secretary of the corporation and accompanied by evidence of authority to sign. The name of the person executing the Solicitation Document and state of incorporation shall be typed or printed below the signature. Respondents are required to acknowledge receipt of all Addenda (if applicable) with their submittals.

CLEAN AIR ACT AND FEDERAL POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

COORDINATION

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

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

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

CONFLICT OF INTEREST

All RESPONDENTS must disclose with their Response the name of each of its employees, agents, or relatives who are employees of the CITY. Further, all RESPONDENTS must disclose the name of any CITY employee known to it, who owns, directly or indirectly, any interest in the RESPONDENT'S firm or any of its affiliated companies.

CONTRACT EXTENSION

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

COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS

Respondents are required to comply with all provisions of federal, state, county and local laws, ordinances rules and regulations that are applicable to the services being offered in the Solicitation. Lack of knowledge of the Respondent shall in no way be a cause for relief from responsibility.

DAVIS-BACON ACT

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

DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The respondent certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

DELETION/OVERSIGHT/MISSTATEMENT

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

DUST PREVENTION

The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance by the above methods, and then he will be required to immediately construct temporary patches per City standards.

ELECTRONIC SOLICITATION OPENING

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Lauderdale Lakes will be opened electronically via <https://procurement.opengov.com/portal/lauderdalelakes> at the date and time indicated on the solicitation. All openings will be held on the <https://procurement.opengov.com/portal/lauderdalelakes> platform. Once the solicitation is opened virtually,

the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with Wi-Fi access. The virtual opening may also be viewed in real time via the Zoom link in the timeline of the solicitation.

EMPLOYEES

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

EQUAL EMPLOYMENT OPPORTUNITY

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

EXPENSES

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

FLORIDA TRENCH SAFETY ACT COMPLIANCE

In the event this contract requires trench excavation, the requirement of Fla. Stat. 553.60, et seq., shall be adhered to by all RESPONDENTS. Every RESPONDENT shall provide a certification on the form provided and other required documentation.

FACILITIES

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

INDEMNIFICATION

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

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

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

INSURANCE

If the Contractor is required to go on to City property to perform work or services as a result of Solicitation award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

Comprehensive or Commercial General Liability – Minimum Limits of total coverage shall be \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet \$1,000,000 minimum to be acceptable to the CITY.

Commercial/Business Auto Policy - Minimum limit of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability for owned vehicles, hired and non-owned vehicles; employee non-ownership

Workers Compensation and Employer's Liability - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require each SUB- CONTRACTOR similarly to maintain workers compensation during the term of the Contract and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY harmless from any damage resulting to them for failure of either CONTRACTOR or any SUB-CONTRACTOR to take out or maintain such insurance.

INTERPRETATIONS

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

LOCAL PREFERENCE

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

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

MINIMUM QUALIFICATIONS

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

MODIFICATION OF SUBMITTAL

Respondents may go to the City's eProcurement portal at <https://procurement.opengov.com/portal/lauderdalelakes> and unsubmit their response in order to modify or withdraw it, prior to the Solicitation Closing Date & Time. No modifications of an Response shall be accepted after the Solicitation Closing Date & Time. Please remember to submit the response again if modifying it.

NO EXCLUSIVE CONTRACT

Respondent agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

NON-COLLUSION

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

PAYMENT/INVOICES

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

PAYMENT METHOD

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

The City is further transitioning to vendor payments using the Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be eventually made utilizing the City's Purchasing Card. Contractors will receive payment from the purchasing card in the same manner as other credit card purchases. Once fully implemented, the City will provide a deadline or window in which Contractors must have the ability to accept credit card payments. Note that any costs associated with the participation in this payment program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

PAYMENT SCHEDULE

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

PERMITS, TAXES, LICENSES

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

PROCUREMENT OF RECOVERED MATERIALS

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

PLACING BARRICADES AND WARNING LIGHTS

The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Public Works Director may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

PROPOSALS TO REMAIN OPEN

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

PROTESTS

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

PUBLIC ENTITY CRIMES

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

RECORDS/AUDIT

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

RESPONSIBILITY

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

RESPONSIVENESS

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

SCRUTINIZED COMPANIES

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba

Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

SUB-CONTRACTORS, SUPPLIERS AND OTHERS

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

In contracts where the Contract Price is on the basis of Cost-of-the-WORK Plus a Fee, the apparent SUCCESSFUL RESPONDENT, prior to the Notice of Tentative Award, shall identify in writing to the CITY those portions of the WORK that such RESPONDENT proposes to subcontract and after the Notice of Tentative Award the Successful RESPONDENT may only subcontract other portions of the WORK with the CITY'S written consent. No RESPONDENT shall be required to employ any SUB-CONTRACTOR, other person or organization against which RESPONDENT has reasonable objection.

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

SUBSTITUTE OR "OR-EQUAL" ITEMS

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

SUBSTITUTION OF KEY PERSONNEL

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

TERMINATION FOR CAUSE

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

TERMINATION FOR CONVENIENCE

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

UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance. Prompt notice in writing must describe the particulars of the Force Majeure, provided that.

USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCT

In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this project shall be produced and manufactured in the state of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

The Respondent affirms by submitting a response to this solicitation that they will comply with section 255.20 (3) Florida Statutes.

VENUE

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

WITHDRAWAL OF SUBMITAL

A Response shall be irrevocable unless the Response is withdrawn as provided herein. A Response may be withdrawn by unsubmitting your response in the eProcurement portal prior to the Solicitation Closing Date & Time.

PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT

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

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

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

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

Telephone Number: 954-535-2700

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

Contractor shall:

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

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TERM OF CONTRACT

The City anticipates awarding a three (3) year contract commencing upon final execution of the contract by the City, with two (2) 1-year renewals on a year-to-year basis for a total of five (5) years. It is anticipated that the contractor services will commence on or around **October 2026** or soon thereafter.

Please note, these terms are subject to approval by the City's Commission.

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INQUIRIES/AVAILABILITY

Inquiries concerning Proposal Submittals should be submitted via the eProcurement portal at <https://procurement.opengov.com/portal/lauderdalelakes>.

Solicitation documents shall be downloaded from the eProcurement portal at: <https://procurement.opengov.com/portal/lauderdalelakes>.

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

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SUBMITTAL INFORMATION: How, When & Where

Responses MUST be submitted electronically via the City's eProcurement portal at <https://procurement.opengov.com/portal/lauderdalelakes>. Vendor guides on how to register and submit responses can be found here: <https://opengov.my.site.com/support/s/article/ca6d1285-1e48-4a21-bb0d-715edb7794ed>. You must be a planholder in order to submit a response. Responses received electronically will remain sealed or unopened until the request for proposal is declared closed.

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WAIVERS

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

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INSURANCE REQUIREMENTS

- A. The PROPOSER 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 PROPOSER shall furnish Certificates of Insurance to the CITY's representative prior to the commencement of operations. The Certificates shall clearly indicate that the PROPOSER 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 PROPOSER of its liability and obligations under this Contract.
- C. The PROPOSER shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum of \$1,000,000 per occurrence for Errors and Omissions.
- D. The PROPOSER shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the PROPOSER 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 PROPOSER or by anyone directly employed by or contracting with the PROPOSER.
- E. The PROPOSER 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 PROPOSER 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 PROPOSER or by anyone directly or indirectly employed by the PROPOSER.
- F. The PROPOSER shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a corporation officer, sole proprietor, or partner. In such case, the firm shall provide copies of their waivers as provided by Florida Statutes 440.055.
- G. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the PROPOSER 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.
- H. Required insurance shall support PROPOSER's indemnity set forth in the Contract and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse change, cancellation or non-renewal of coverage there under. Said liability insurance must be acceptable to and approved by the CITY as to form and types of coverage. In the event that the statutory liability of the CITY is amended during the term of this Contract to exceed the above limits, the PROPOSER shall be required, upon thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY.
- I. It shall be the responsibility of the PROPOSER to ensure that all Sub Proposers comply with the same insurance requirements referenced above.
- J. Compliance with the foregoing requirements shall not relieve the Successful PROPOSER of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.

- K. Issuance of a contract is contingent upon receipt of the insurance documents within five (5) business days after a Notification of Tentative Award is issued to the PROPOSER by an authorized official of the CITY. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the Successful PROPOSER shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the CITY. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the Notification Of Tentative Award the Successful PROPOSER shall be in default of the terms and conditions and the any proposed Contract shall deemed terminated immediately. Under these circumstances, the Successful PROPOSER may be prohibited from submitting future Proposals to the CITY for a period of twelve (12) months.
- L. Successful PROPOSER shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the Successful PROPOSER shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-Purchasing charges from the Successful PROPOSER.
- M. In the judgment of the CITY, prevailing conditions warrant the provision by Successful PROPOSER of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by Successful PROPOSER of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Successful PROPOSER fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the PROPOSER, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- N. An original or certified sample copy of the signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured by PROPOSER in the types and amount(s) required hereunder, shall be included with the Proposal response.
- O. After award, except as to Worker's Compensation and Employer's Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include the City of Lauderdale Lakes, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured.

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BID SCHEDULE

'Lowest Bidder' will be determined by the average unit cost per vendor.

| Line Item | Description | Frequency | Unit of Measure | Unit Cost |
|-----------|--|-----------|-----------------|-----------|
| 1 | On-Call Nursing Services: Registered Nurse (RN) | As Needed | HRS | |
| 2 | On-Call Nursing Services: Licensed Practical Nurse (LPN) | As Needed | HRS | |
| 3 | On-Call Nursing Services: Certified Nursing Assistant (CNA) | As Needed | HRS | |
| 4 | In-Home Respite Care Services (RN, LPN, CNA, HAA) | As Needed | HRS | |

SUBMITTAL PACKAGE

Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the CITY to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the CITY. The detailed proposal should follow the tabs outlined as set forth below as Tabs1 thru 7.

TAB #1 Contractor's Qualification Statement

TAB #2 **Statement of Capabilities:**

Provide a statement summarizing in a brief and concise manner to the CONTRACTOR's understanding of the work to be performed, and the commitment to perform the work. Also, include why the vendor believes themselves to be best qualified to perform the services, and that the proposal shall remain in effect for ninety (90) days. In conclusion, an authorized agent of the firm indicating their title or authority must sign attesting to this statement.

TAB #3 **Key Personnel/Project Management Team:**

Submit an outline of the elements and organizational structure of the team established to manage the project. This is to include the administrative operation and key personnel and their area of responsibility.

Also, describe the Contractor's approach to organizational management and the responsibilities of Contractor's management and staff personnel that will perform work for this contract; describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training. Please explain any differences or challenges you may have encountered with any client, and the method(s) you employed to overcome them.

TAB #4 **Specific Related Experience of the Firm:**

Contractors should state the experience of the firm in Citywide Nursing or similar services during the past three (3) to five (5) years as specified in the Scope of Work. Include the Client Reference Listing in this section.

TAB #5 **Current Workload:**

List, for the FIRM and all major subcontractor's and/or partners firms (list separately):

- Each project currently under contract
- Contract period and duration
- List number of staff assigned

TAB #6 **Cost Schedule:**

Insert proposed cost schedule (Schedule of Bid Items)

TAB #7 **Attachments:**

As seen in the 'Vendor Questionnaire'

VENDOR QUESTIONNAIRE

Bid Package*

Please upload your bid package here

*Response required

BIDDER'S QUALIFICATIONS STATEMENT

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

Authorized Representative:*

Please enter the name, title, phone and email of the authorized representative submitting this proposal.

*Response required

Number of years as a Contractor in this type of work:*

*Response required

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

*Response required

The business is a:*

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Sole Proprietorship

Partnership

Corporation

*Response required

If a Partnership, please complete and upload the attached certificate

Please download the below documents, complete, and upload.

- [Certificate for Partnership...](#)

If a Corporation, please complete and upload the attached certificate

Please download the below documents, complete, and upload.

- [Certificate for Corporation...](#)

If a Foreign (Non-Florida) Corporation, please complete and upload the attached document

Please download the below documents, complete, and upload.

- [Foreign \(Non-Florida\) Corpo...](#)

What is the last project of this nature that you have completed? Include the project value.*

*Response required

Have you ever failed to complete work awarded to you?*

Yes

No

*Response required

When equals "Yes"

If so, when, where, and why?*

*Response required

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

- Yes
 No

*Response required

List CM's or GC's your company has worked for within the past three years.*

Please include the Contact Person's name, phone and email

*Response required

List three SIGNIFICANT PROJECTS completed within the past five years.*

Please include the project name, location, date completed, contract \$ amount, contracting Agency/Owner, and the contact person's name, phone and email

*Response required

List the pertinent experience of the key individuals of your organization (attach a sheet below, if necessary).*

*Response required

Experience of Key Individuals attachment (optional upload)

State the name and licensing of the individual who will have personal supervision of the Work.*

*Response required

What equipment do you own that is available for the Work? (Attach additional sheets as necessary)*

*Response required

Equipment (optional upload)

What equipment will you purchase for the proposed Work?*

*Response required

What equipment will you rent for the proposed Work?*

*Response required

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

*Response required

Please confirm*

The BIDDER acknowledges and understands that the information contained in this response shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'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.

Please confirm

*Response required

REQUIRED FORMS

Will you sublet any part of this Work?*

- Yes
 No

*Response required

When equals "Yes"

If so, give details.*

*Response required

When equals "Yes"

Please complete*

Please download the below documents, complete, and upload.

- [SUB-CONTRACTORS.pdf](#)

*Response required

PRINCIPAL MATERIALS MANUFACTURER AND SUBCONTRACTORS*

Please download the below documents, complete, and upload.

- [Principal Materials Manufac...](#)

*Response required

CONFIRMATION OF DRUG-FREE WORKPLACE*

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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 prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any 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 such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by 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.
7. Your firms Drug-Free Workplace Policy must be attached to this executed form 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.

Please confirm

*Response required

NON-COLLUSION AFFIDAVIT*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Non-Collusion Affidavit.pdf](#)

*Response required

E-VERIFY AFFIRMATION STATEMENT*

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

A certificate of compliance must accompany this affirmation.

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

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

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

Please confirm

*Response required

LICENSE NUMBER*

Please attach a copy below

*Response required

LICENSE*

Attach certificate of competency, state registration and any other applicable licenses.

*Response required

FEDERAL TAX ID#*

*Response required

CRIMINAL BACKGROUND SCREENING*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Criminal Background Screeni...](#)

*Response required

DEBARMENT CERTIFICATION*

49 CFR Part 29- Appendix B

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions: if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

Please confirm

*Response required

PUBLIC ENTITY CRIMES*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public_Entity_Crimes.pdf](#)

*Response required

BID FORM ACKNOWLEDGEMENT*

In order to be considered for this project, **the Bidder shall** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience.

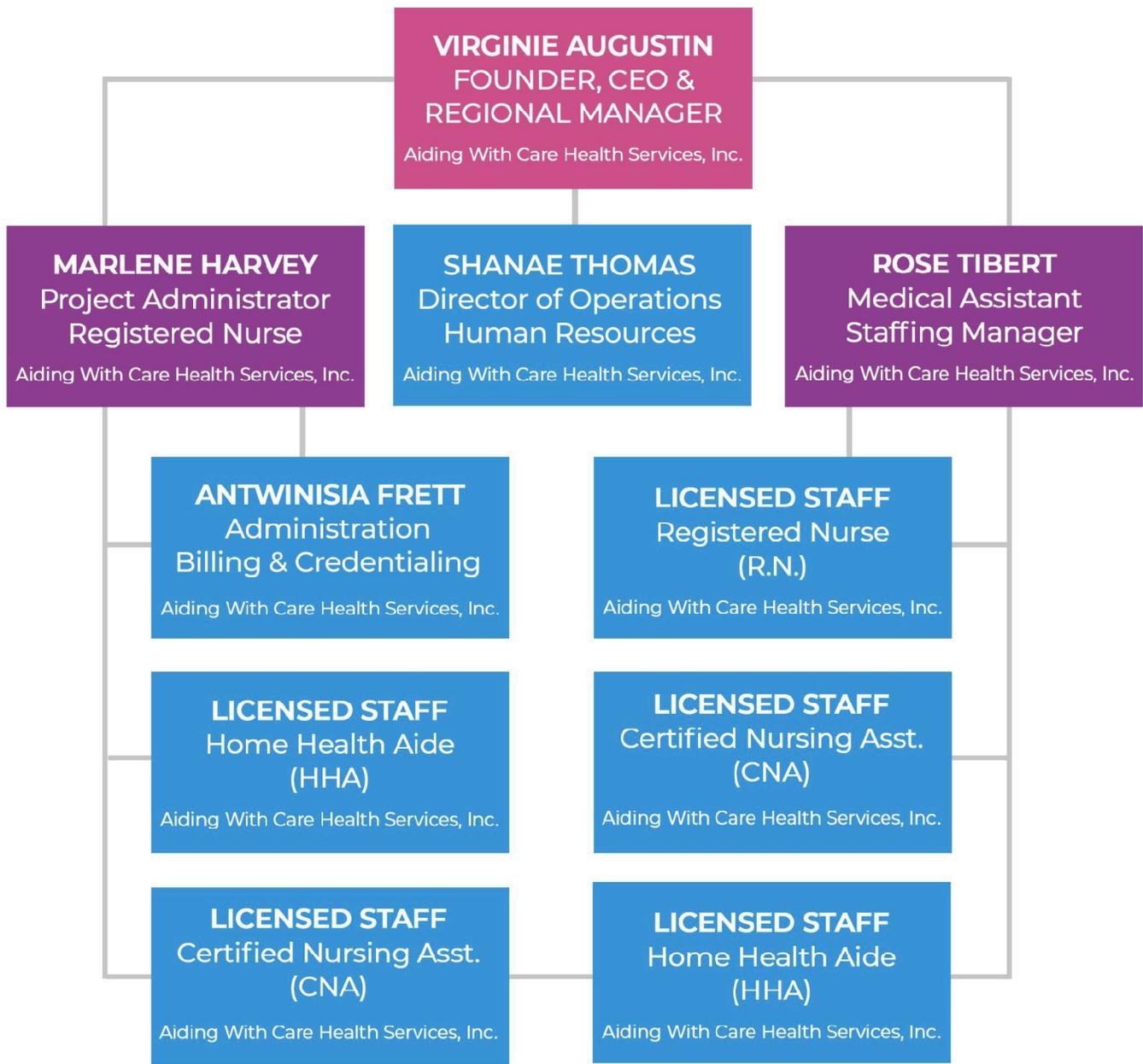
- A. The Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
- B. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days after the date of City's Notice of Tentative Award.
- C. In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that
 - 1. Bidder has examined the Bid Documents, including any addenda issued all of which are hereby acknowledged;
 - 2. Bidder has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - 3. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the City is acceptable to Bidder.
- D. Bidder proposes to furnish the Work in conformity with the Specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the Bid Documents.
- E. It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The City of Lauderdale Lakes. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.
- F. Contractor shall furnish all labor, materials, and equipment and perform all the necessary Work in the manner and form provided in the Contract Documents.
- G. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.

Please confirm

*Response required



Organizational Chart



INDIVIDUAL STAFF QUALIFICATIONS

| Name & Title | Area of Responsibility | Years of Experience |
|--------------------|---|---------------------|
| Virginie Augustin | CEO, Regional Manager | 10+ Years |
| Marlene Harvey | RN, BSN, CLNC Project Manager | 30+ Years |
| Antwinisia Frett | CNA, State Food Safety Manager Billing & Credentialing | 6+ Years |
| Rose-Andree Tibert | HHA, Medical Assistant, Staffing Coordinator | 16+ Years |

Description:

CEO, Regional Manager - Responsible for ensuring adherence to state licensure requirements, credential verification standards, quality assurance protocols, and contractual performance expectations. Oversees strategic planning, risk management, and coordination.

RN, BSN, CLNC, Project Manager - Brings clinical leadership and supervision experience in patient assessment, care planning, and regulatory compliance oversight. Services are delivered within scope of practice, monitors quality assurance standards, and supports documentation accuracy.

CNA, Food Safety Manager, Billing & Credentialing - Ensures compliance with dietary and sanitation standards in care environments. Additionally responsible for billing operations and credentialing processes, including verification of licenses, certifications, background screenings, and insurance documentation to maintain regulatory compliance and operational accuracy.

HHA, Medical Assistant, Staffing Coordinator - Manages scheduling logistics, assignment confirmations, and coverage coordination to ensure timely fulfillment of service requests and continuity of care.

Individual Staff Qualifications



Virginie Augustin

Founder, CEO & Regional Manager
Aiding with Care Health Services, Inc.

Experience:

AWC Behavioral Health

ARC PPEC Center

Home Health Management

Staff Recruitment and Training

Mrs. Virginie Augustin is the Founder, Chief Executive Officer, and Regional Manager of Aiding with Care Health Services, Inc., a Florida-licensed Nurse Registry and certified, minority, woman-owned Small Business serving South Florida. With more than a decade of progressive experience in the home healthcare and behavioral health sectors, Mrs. Augustin has established herself as a clinically informed healthcare executive committed to advancing safe, compliant, and patient-centered care for seniors, veterans, individuals with disabilities, and children with specialized needs.

Under her leadership, Aiding with Care Health Services has developed into a structured and reputable provider of skilled and non-skilled nursing services, private duty aides, and supportive care solutions. She oversees a multidisciplinary workforce of more than 50 healthcare professionals, ensuring rigorous credential verification, regulatory compliance, and adherence to established standards of care. Her leadership philosophy emphasizes quality assurance, risk mitigation, performance accountability, and culturally responsive service delivery that preserves dignity and enhances quality of life.

Mrs. Augustin has successfully expanded the organization's clinical footprint to include behavioral health services such as Applied Behavior Analysis (ABA) therapy, with strategic plans to further integrate speech therapy, occupational therapy, and physical therapy to provide comprehensive, coordinated care solutions. Her operational oversight includes staffing governance, service scalability, clinical supervision structures, and contract performance management.

Her expertise encompasses Medicaid billing and reimbursement compliance, healthcare operations management, risk management protocols, and adherence to local, state, and federal healthcare regulations. She maintains certifications in Supported Living Coaching, Basic Life Support (BLS), HIV and Bloodborne Pathogen training, Trauma-Informed Care, HIPAA Compliance, and Electronic Medical Records/Electronic Health Records (EMR/EHR) systems. These credentials reflect her continued commitment to regulatory discipline, patient safety, and operational excellence.

Beyond administrative leadership, Mrs. Augustin remains actively engaged in community outreach and health education initiatives, reinforcing her dedication to equitable access to care and inclusive service delivery. Through strategic planning, compliance oversight, and community engagement, she continues to position Aiding with Care Health Services as a dependable healthcare partner for government agencies, healthcare systems, and families seeking structured, compassionate, and clinically sound care solutions.

VIRGINIE AUGUSTIN

Aiding With Care Health Services Inc

☎ 954-274-1701

@ v.augustin@awchservices.com

📍 Sunrise, FL 33351

SUMMARY

Dynamic Owner and Operator with over 8 years of experience in the home health care industry, adept at evaluating programs and services to meet client needs effectively. Proven track record in managing day-to-day operations, building client relationships, and leading a dedicated team of professionals. Committed to providing high-quality, compassionate care and ensuring compliance with regulatory standards.

EXPERIENCE

Aiding With Care Health Services Inc

AWC Behavioral Health LLC

📅 2017 - Present 📍 Oakland Park/ Boca Raton FL

- Established and grew a Woman-Owned Small Business (WOSB) specializing in comprehensive home care and staffing solutions for individuals with disabilities, children, and the elderly
- Oversaw the daily operations of a licensed Nurse Registry, managing a team of 50 employees and ensuring high standards of service delivery
- Increased client base through effective marketing strategies and maintaining strong relationships with consumers and families on the Medicaid waiver program
- Developed and implemented a risk management program, enhancing operational efficiency and service quality
- Formulated and enforced policies and procedures to ensure compliance with local, state, and federal regulations
- Created and monitored budgets to maintain financial stability, successfully securing funding for expanded services
- Spearheaded the introduction of new services, including ABA therapy, with plans to incorporate speech, occupational, and physical therapy

EDUCATION

High School Diploma - Supported Living Coach Certification - BLS Certification - HIV/Bloodborne Pathogen Certification - Trauma-Informed Care Training - Medicaid Billing Proficiency - EMR/EHR Trained

Marlene Training Center

📅 06/2012

SKILLS

EMR HIPAA Microsoft Office

Home Health Care Services Management

Staff Recruitment and Training

Medicaid Billing and Compliance

Risk Management and Safety Protocols

Client Relationship Management

Budget Creation and Monitoring

LANGUAGES

Creole

Advanced



English

Advanced





Agency for Health Care Administration Clearinghouse Background Screening Result

Printed by Virginie Paul 05/01/2025 8:57:34 am
Print Event: 25539516



VIRGINIE AUGUSTIN



First Name VIRGINIE
Middle Name
Last Name AUGUSTIN
Aliases PAUL
SSN XXX-XX-7213
Date of Birth 11/16/1989
Place of Birth Haiti

Mailing Address 4103 NW 79TH AVE
Apt/Unit/Suite 4103 NW 79TH AVE
City SUNRISE
State Florida
Zip Code 33351
Phone Number (954) 274-1701
Email Address virginiepaul99@gmail.com

Sex FEMALE
Race BLACK
Hair Color Black
Eye Color Brown
Height 5' 03"
Weight 130
Person ID 539516

| |
|-------------------------------------|
| Retained Prints |
| Expiration Date 4/17/2030 |
| Clearinghouse Status Yes |

Agency for Health Care Administration Eligibility

| Type | Item | Eligibility Determination | Eligibility Determination Date |
|------------|--|---------------------------|--------------------------------|
| Employment | Medicaid / Medicare Participating Provider | Eligible | 05/01/2025 |
| Employment | Non-Medicaid / Medicare Participating Provider | Eligible | 05/01/2025 |
| Position | AHCA Provider/Facility Licensee | Eligible | 05/01/2025 |

Florida Department of Health Licensure Status

| Profession | License Number | Original Date | Expiration Date | License Status |
|------------|----------------|---------------|-----------------|----------------|
|------------|----------------|---------------|-----------------|----------------|

No data found.

Employment/Contract History

| Agency | Name | License # | Position | Provisional Hire / Contract Date | Permanent Hire / Contract Date | End Date |
|--------|---------------------------------------|-----------|---------------------------------|----------------------------------|--------------------------------|------------|
| AHCA | CHAMPION HOME HEALTH CARE INC | 20246396 | Home Health Aide | | 05/16/2016 | 03/20/2018 |
| AHCA | CHAMPION HOME HEALTH CARE | 30211446 | Home Health Aide | | 05/16/2016 | 03/20/2018 |
| AHCA | HORIZON CARE SERVICES INC | 30211245 | Home Health Aide | | 12/16/2016 | 05/25/2017 |
| AHCA | AFFINITY HOME CARE INC | 30211273 | Certified Nursing Assistant | | 06/10/2016 | 05/24/2019 |
| AHCA | AFFINITY HOME CARE INC | 30211725 | Certified Nursing Assistant | | 06/10/2016 | 05/24/2019 |
| AHCA | AFFINITY HOME CARE INC | 30211210 | Certified Nursing Assistant | | 06/10/2016 | 05/24/2019 |
| AHCA | | | Medicaid Managed Care Principal | | 06/06/2016 | |
| AHCA | AIDING WITH CARE HEALTH SERVICES INC | 30212327 | Administrator | | 01/12/2018 | |
| AHCA | AIDING WITH CARE | 235194 | Chief Financial Officer | | 01/12/2018 | |
| DCF | AIDING WITH CARE HEALTH SERVICES INC | 100643952 | Administrator | | 03/08/2017 | |
| MED | AIDING WITH CARE HEALTH SERVICES INC | 020580200 | Administrator | | 03/08/2017 | |
| AHCA | AIDING WITH CARE HEALTH SERVICES, INC | 30212150 | Owner / Operator / Licensee | | 06/30/2020 | |
| AHCA | AIDING WITH CARE HEALTH SERVICES, INC | 30212150 | Administrator | | 06/30/2020 | |
| AHCA | AIDING WITH CARE HEALTH SERVICES INC | 2290 | Administrator | | 06/30/2020 | |
| AHCA | AIDING WITH CARE HEALTH SERVICES INC | 30212327 | Owner / Operator / Licensee | | 06/30/2020 | |
| AHCA | AIDING WITH CARE HEALTH SERVICES INC | 2290 | Owner / Operator / Licensee | | 06/30/2020 | |
| MED | AIDING WITH CARE HEALTH SERVICES INC | 020580200 | Owner / Operator / Licensee | | 03/08/2017 | |
| DCF | AWC BEHAVIORAL HEALTH LLC | 095066262 | Owner/Operator/Licensee | | 03/04/2024 | |

Certificate Number : 10014498-100116



FTC Training Center

FLORIDA TRAINING CENTER INC.
 3451 NORTH ANDREWS AVE, OAKLAND PARK, FLORIDA, 33309
 Phone : (954) 656-1249, Website : FloridaTrainingCenter.Org

THIS IS TO CERTIFY THAT

VIRGINIE AUGUSTIN

License Number : A223861899160
 Has successfully completed the

COMMUNICATION WITH THE COGNITIVELY IMPAIRED
 Contact Hours : 2
 Completion Date : 04-30-2024
 Expiration Date : 04-30-2026

Jana Green
 RN, BSN
 Instructor

Dana Ductant
 Program Director



CE Provider # 50-19418
CE Course Code # COMMUNICAT



FTC TRAINING CENTER



Provider Number
 Assisted Living Facility ALF # 8080 | Nursing
 Home NH #8083 | Hospice HSP #8084 | Adult
 Day Care ADC # 8086

Licensed by the Commission for Independent Education, License #6344 Florida Department of Education. Certificate must be retained for at least 4 years, do not forward certificate to the Board of Nursing.

Certificate Number : 10014498-100112



FTC Training Center

FLORIDA TRAINING CENTER INC.
 3451 NORTH ANDREWS AVE, OAKLAND PARK, FLORIDA, 33309
 Phone : (954) 656-1249, Website : FloridaTrainingCenter.Org

THIS IS TO CERTIFY THAT

VIRGINIE AUGUSTIN

License Number : A223861899160
 Has successfully completed the

ALZHEIMER'S AND RELATED DEMENTIA
 Contact Hours : 4.00
 Completion Date : 05-03-2024
 Expiration Date : 05-03-2026

Jana Green
 RN, BSN
 Instructor

Dana Ductant
 Program Director



CE Provider # 50-19418
CE Course Code # ALZHEIMERÄ



FTC TRAINING CENTER



Provider Number
 Assisted Living Facility ALF # 8080 | Nursing
 Home NH #8083 | Hospice HSP #8084 | Adult
 Day Care ADC # 8086

Home Health Alzheimer's Disease and Related Disorders ADRD Curriculum Approval Number # HH AD 8772 | Specialized Alzheimer's Adult Day Care Level I Curriculum Approval Number # SAADC 8777 | Specialized Alzheimer's Adult Day Care Level II Curriculum Approval Number # SAADC 8778 | Adult Day Care Alzheimer's Disease and Related Disorders 3-Hour Curriculum Approval Number # ADC AD 8773

Licensed by the Commission for Independent Education, License #6344 Florida Department of Education. Certificate must be retained for at least 4 years, do not forward certificate to the Board of Nursing.

HEARTSAVER

Heartsaver® First Aid CPR AED



American Heart Association.

VIRGINIE AUGUSTIN

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Heartsaver First Aid CPR AED Program.

Optional modules completed:

Issue Date
8/5/2025

Training Center Name
Life Beat, Inc.

Training Center ID
FL20191

Training Center City, State
FL, Lauderdale, FL

Training Center Phone Number
(954) 942-3436

Training Site Name
FTC Training Center

Renew By
08/2027

Instructor Name
Mazinga Blanc-Ducian

Instructor ID
.05180685514

eCard Code
266014320626

QR Code



To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/courses. © 2023 American Heart Association. All rights reserved. 00-0022-10/23

Certificate Number : 10014498-100117



FTC Training Center

FLORIDA TRAINING CENTER INC.
 3451 NORTH ANDREWS AVE, OAKLAND PARK, FLORIDA, 33309
 Phone : (954) 656-1249, Website : FloridaTrainingCenter.Org

THIS IS TO CERTIFY THAT

VIRGINIE AUGUSTIN

License Number : A223861899160
 Has successfully completed the

MEDICAL RECORDS DOCUMENTATION & LEGAL ASPECTS/ LEGAL ISSUES
 Contact Hours : 2
 Completion Date : 04-30-2024
 Expiration Date : 04-30-2026

Jana Green
 RN, BSN
 Instructor

Dana Ductant
 Program Director



CE Provider # 50-19418
CE Course Code # MEDICAL.REC

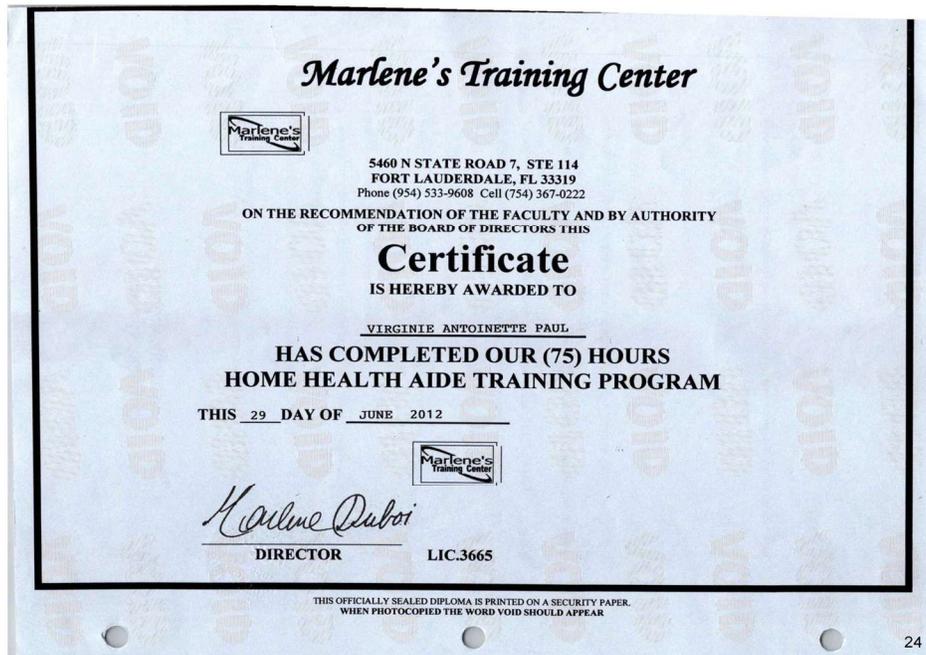
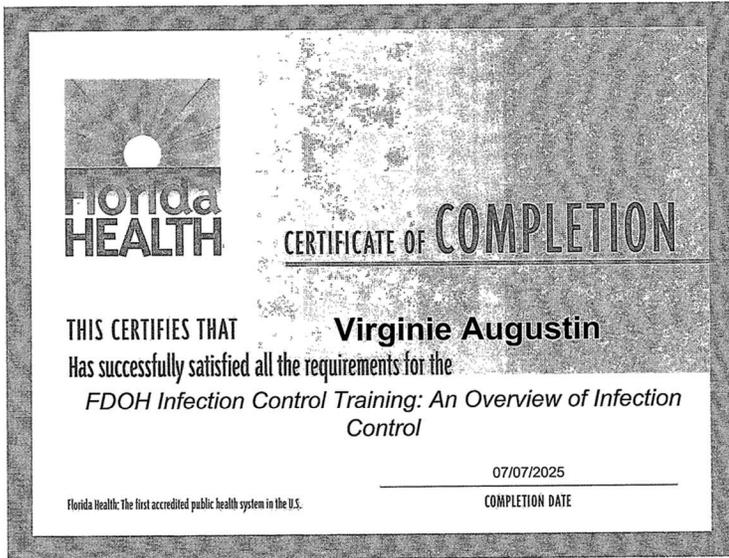


FTC TRAINING CENTER



Provider Number
 Assisted Living Facility ALF # 8080 | Nursing
 Home NH #8083 | Hospice HSP #8084 | Adult
 Day Care ADC # 8086

Licensed by the Commission for Independent Education, License #6344 Florida Department of Education. Certificate must be retained for at least 4 years, do not forward certificate to the Board of Nursing.



Individual Staff Qualifications



Marlene Harvey, RN, BSN, CLNC
Project Manager
Aiding with Care Health Services, Inc.

Experience:
30+ Years as a Nursing Professional
The Florida Nursing Association
The American Association of Legal Nurse Consultants

Marlene Harvey, RN, BSN, CLNC, is a Registered Nurse and clinical leader with more than three decades of progressive experience across acute care, cardiology, behavioral health, home health, and healthcare administration. Her career reflects a sustained commitment to evidence-based practice, regulatory compliance, and patient-centered care delivery within both institutional and community-based settings.

Ms. Harvey has served in roles including Charge Nurse, Nursing Supervisor, and Office Manager, where she oversaw multidisciplinary teams, coordinated high-volume patient care environments, and implemented clinical governance standards to ensure quality, safety, and compliance. Her expertise includes comprehensive patient assessment, individualized care plan development, medication oversight within scope of licensure, documentation integrity, referral coordination, telephone triage, and interdisciplinary case management.

Her clinical experience extends to supporting seniors and individuals diagnosed with Alzheimer's disease and related dementias. She is skilled in developing structured care interventions that address cognitive decline, behavioral and psychological symptoms of dementia (BPSD), fall-risk mitigation, and safety monitoring protocols. Ms. Harvey integrates compassionate engagement strategies with structured supervision to enhance stability, preserve dignity, and improve quality-of-life outcomes.

As Project Manager, Ms. Harvey provides clinical oversight for contract performance, ensuring adherence to licensure standards, documentation requirements, quality assurance measures, and regulatory frameworks. Her certification as a Certified Legal Nurse Consultant (CLNC) further strengthens her ability to interpret healthcare regulations, support risk management strategies, and maintain compliance with federal and Florida healthcare statutes. Through her leadership, clinical integrity and operational accountability remain central to service delivery.

Marlene Harvey
RN, BSN, CLNC

1834 NW 94th Avenue
 Plantation, FL 33322



Mehlegalnurse6@gmail.com
 (786) 344-6312 Direct

Registered Nurse

- 30 years of nursing experience in various health care settings including; cardiology, medical acute care, home health, psychiatry, and administration.
- Managed the quality care and patient treatment in an acute care setting.
- Basic computer skills manage and supervise on a daily basis high volume of patients, I am competent in telephone triage, appointment scheduling, and referral to appropriate after care providers.
- Proficient in documentation and record maintenance to ensure accuracy and patient confidentiality.
- Supervise nurses and ancillary staff in all aspects of psychiatric patient care and support.
- Staff scheduling.
- Conduct various in-service for health care providers.

| | | | |
|---|---|--|---|
| Credentials. | Nursing License | Quebec, Canada 1992 | State of Florida 1995 |
| Experience | Registered Nurse | Aiding with Care Health Services, INC | 06/2022-Present |
| Experience | Registered Nurse/Office Manager | Institute for Optimal Healing & Aesthetics | 11/2021-Present |
| Nursing Supervisor | University Hospital & Pavilion Tamarac, Florida | | 2006 – 05/2021 |
| Charge Nurse | Florida Medical Center. Behavioral Health | Oakland Park, Florida | 2004-2007 |
| Home Health Nursing | Janelle Nursing Agency Miami, Florida | | 2006 - 2007 |
| Telemetry Nurse | North ShoreHospital Miami, Florida. | | 2002 - 2006 |
| Staff Nurse / Medical Surgical / Telemetry | | Memorial Regional Hospital | 1996 - 2002 |
| Education. | Bachelor of Science in Nursing | University of Phoenix | FtLauderdale, Florida. 05/2006 |
| Associate Nursing | Vanier College. | Montreal, Canada | 06/1992 |
| Affiliations. | .Florida Nursing Association | 2005 – Present | .American Association of Legal Nurse Consultants 2010 – Present |

Marlene Harvey, RN

License Number RN3034342

Is awarded:
 2 Contact Hours

for successful completion of

**Alzheimer's Disease: Early Recognition,
 Treatment and Prevention Strategies
 R176D**

Enrollment Date: 04/20/2025
 Completion Date: 04/24/2025



William A. Cook, Ph.D.
 Director, NurseCE4Less.com, LLC

5414 W Daybreak Parkway C-4 #401
 South Jordan, UT 84009
 help@nursece4less.com

NurseCE4Less is accredited by the State of Florida, Board of Nursing (CE Provider # 50-9573). Do not send to the Florida Board of Nursing. Keep in your records for at least 4 years

BASIC LIFE SUPPORT

**BLS
 Provider**



Marlene Harvey

has successfully completed the cognitive and skills evaluations
 in accordance with the curriculum of the American Heart Association
Basic Life Support (CPR and AED) Program.

Issue Date
 6/13/2024

Training Center Name
 Life Beat, Inc.

Training Center ID
 FL20191

Training Center City, State
 Ft. Lauderdale, FL

**Training Center Phone
 Number**
 (954) 942-3436

Training Site Name

Renew By
 09/2026

Instructor Name
 Hope McCray

Instructor ID
 12091635023

eCard Code
 245419481417

QR Code



To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.
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Your license number is RN 3034342.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.



| STATE OF FLORIDA DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE | | |
|---|-------------|---|
| DATE | LICENSE NO. | CONTROL NO. |
| 04/29/2025 | RN 3034342 | 4245674 |
| THE REGISTERED NURSE NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA | | QUALIFICATION(S) Multiple Registered Nurse |
| EXPIRATION DATE: APRIL 30, 2027 | | |
| MARLENE HARVEY 9521 SUNRISE LAKES BLVD 205 SUNRISE, FL 33322 | | |
|  Ron DeSantis GOVERNOR | |  Joseph A. Ladapo, MD, PhD STATE SURGEON GENERAL |
| | | Scan QR Code for License Authentication |
| DISPLAY IF REQUIRED BY LAW | | |

Individual Staff Qualifications



Antwinisia Frett

Billing & Credentialing
Aiding with Care Health Services, Inc.

Experience:

Certified Nursing Assistant (CNA)
State Food Safety Manager
Administrative Assistant
Healthcare Coordinator

Antwinisia Frett is a Certified Nursing Assistant with extensive experience in direct patient care, healthcare coordination, and administrative compliance. Her clinical background includes hands-on support for seniors and individuals with disabilities, including those living with Alzheimer's disease and dementia. She is proficient in assisting with activities of daily living (ADLs), mobility support, hygiene care, feeding assistance, and routine monitoring of vital signs in alignment with established care plans.

Ms. Frett is experienced in providing structured, patient-centered support to individuals experiencing cognitive impairment, utilizing redirection techniques, calm communication strategies, and consistent routine reinforcement to promote emotional stability and safety. Her approach emphasizes dignity preservation, fall prevention, and compassionate engagement with both patients and family members.

In addition to her clinical responsibilities, Ms. Frett plays a critical role in medical billing and administrative operations. She oversees Medicaid billing processes, credential documentation, and regulatory compliance tracking, ensuring financial accuracy and audit readiness. Her understanding of insurance verification, documentation workflows, and healthcare reimbursement strengthens operational transparency and contract accountability.

Her certifications in CPR/AED, Medication Administration, and Food Safety further enhance her ability to maintain safe care environments and support infection control and nutritional safety standards. Ms. Frett's combined clinical and administrative expertise bridges patient care delivery with operational precision, reinforcing quality and compliance within the organization.

ANTWINISIA FRETT

CNA - Certified Nursing Assistant

📞 954-448-6410 @ Antwinisia.allen@gmail.com 📍 Wilton Manors, FL 33311

EXPERIENCE

CNA - Certified Nursing Assistant

Aiding With Care Health Services

📅 02/2021 - Present 📍 Oakland Park, FL

- Assist patients with ADLs such as feeding, mouth care, grooming, shaving, and incontinence care
- Assist nurse with care of residents
- Measure and record patient vital signs
- Assist with restorative care
- Transport residents to appointments
- Build a relaxing environment for resident and family members

Administrative Assistant

Aiding With Care Health Services

📅 02/2021 - 11/2023 📍 Oakland Park, FL

- Certifying Clients
- Processing payroll
- Credentialing with insurance
- Renewing tax receipt
- Renew nurse registry license

CNA - Certified Nursing Assistant

Manor Oaks Nursing and Rehab

📅 12/2019 - 12/2020 📍 Fort Lauderdale, FL

- Assist patients with ADLs such as feeding, mouth care, grooming, shaving, and incontinence care
- Assist nurse with care of residents
- Measure and record patient vital signs
- Assist with restorative care
- Transport residents to appointments
- Build a relaxing environment for resident and family members

Retail Associate

dd's DISCOUNTS

📅 11/2018 - 04/2019 📍 Fort Lauderdale, FL

- Demonstrates true courtesy, respect, friendliness, and professionalism at all times
- Provides prompt and efficient responses to customers at all times
- Understands customer service as a number one priority and responds to customer service calls immediately
- Handles all customer issues in a courteous and helpful way, calling a member of the supervisory staff when needed
- Takes accurate markdowns, counts and inventories as scheduled
- Performs daily recovery and light cleaning tasks to ensure a neat, clean and organized store

EDUCATION

Diploma

Dillard High School

📅 06/2011 📍 Fort Lauderdale, FL

SUMMARY

Authorized to work in the US for any employer

TRAINING / COURSES

Certificate in Nursing assistant

Beacon hill career training

Med tech

Food Safety Certification

Food Safety Certification

Heartsaver certification

Certified Nursing Assistant (CNA)

EXPERIENCE

Medical Assistant

Claude Romulus, Md-Miramar, FL

📅 11/2017 - 02/2018 📍 Md-Miramar, FL

- Record patients' medical history, vital statistics, or information such as test results in medical records
- Prepare treatment rooms for patient examinations, keeping the rooms neat and clean
- Interview patients to obtain medical information and measure their vital signs, weight, and height
- Show patients to examination rooms and prepare them for the physician
- Checked patients into the office and verify insurance coverage and plans
- Answered and expedited all incoming calls to appropriate personnel
- Performed administrative duties such as faxing, pulling, and filing away patient charts

Retail associate

Ross

📅 12/2015 - 08/2017 📍 Fort Lauderdale, FL

- Demonstrates true courtesy, respect, friendliness, and professionalism at all times
- Provides prompt and efficient responses to customers at all times
- Understands customer service as a number one priority and responds to customer service calls immediately
- Handles all customer issues in a courteous and helpful way, calling a member of the supervisory staff when needed
- Takes accurate markdowns, counts and inventories as scheduled
- Performs daily recovery and light cleaning tasks to ensure a neat, clean and organized store

Medical Assistant Extern

Medix urgent care

📅 10/2016 - 02/2017 📍 Lauderdale Lakes, FL

- Record patients' medical history, vital statistics, or information such as test results in medical records
- Prepare treatment rooms for patient examinations, keeping the rooms neat and clean
- Interview patients to obtain medical information and measure their vital signs, weight, and height
- Show patients to examination rooms and prepare them for the physician

Manager

McDonald's

📅 01/2009 - 01/2015 📍 Fort Lauderdale, FL

- Maintain sanitation, health, and safety standards in work areas
- Take food and drink orders and receive payment from customers
- Serve orders to customers at windows, counters, or tables
- Clean, stock, and restock workstations and display cases
- Prepare and serve beverages such as coffee and fountain drinks

Your license number is CNA 383674.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.



The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

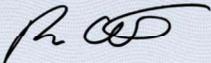
**STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE**

| DATE | CERTIFICATE NO. | CONTROL NO. |
|--------------|-----------------|-------------|
| MAY 18, 2024 | CNA 383674 | 2251257 |

THE CERTIFIED NURSING ASSISTANT
NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES FOR NURSING ASSISTANT CERTIFICATION AND IS LISTED ON THE CERTIFIED NURSING ASSISTANT REGISTRY IN THE STATE OF FLORIDA.

EXPIRATION DATE: **MAY 31, 2026**

ANTWINISIA J FRETT
2701 W OAKLAND PARK BLVD
STE 425
OAKLAND PARK, FL - 33311


 Ron DeSantis
GOVERNOR


 Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for License Authentication



STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

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|--------------|-----------------|-------------|
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ANTWINISIA J FRETT Expiration Date **MAY 31, 2026**

LICENSEE SIGNATURE

DISPLAY IF REQUIRED BY LAW

StateFoodSafety

A CERTUS COMPANY



StateFoodSafety

FOOD MANAGER CERTIFICATION

PRESENTED TO

Antwinisia Frett

for successfully completing the StateFoodSafety Food Protection Manager Certification Exam.
This exam is accredited by the ANSI National Accreditation Board (ANAB).

May 4, 2025
DATE OF ISSUANCE
Valid five (5) years from date of issuance.



1kcb93-k7cf43h
VERIFICATION NUMBER
Verify certificate online at www.statefoodsafety.com/Verify

48
EXAMINATION FORM


 John Comly
Chief Executive Officer



VERIFICATION CODE
Use any QR code reader on a mobile device to verify.



ACCREDITED PROGRAM
ANSI National Accreditation Board
and the Conference for Food Protection

Contact us at www.statefoodsafety.com.

ID 1020

Individual Staff Qualifications



Rose-Andree Tibert
Staffing Coordinator / Manager
Aiding with Care Health Services, Inc.

Experience:
Licensed Home Health Aide (HHA)
16+ Years in Medical Assisting
Dermatology Practices

Rose-Andree Tibert is a Licensed Home Health Aide and Medical Assistant with over fifteen years of experience in clinical support services, patient care coordination, and healthcare operations. Her professional background includes hands-on patient care, dermatology practice support, and medical administrative oversight.

Clinically, Ms. Tibert is experienced in vital sign monitoring, patient intake assessments, medical history documentation, procedure assistance, patient education, and reinforcement of physician-directed treatment plans. She has supported individuals with Alzheimer's disease, dementia, and other cognitive impairments, applying structured supervision methods, behavioral redirection techniques, and safety monitoring practices to reduce fall risk and promote patient stability.

As Staffing Manager, Ms. Tibert oversees workforce coordination, candidate screening, onboarding, and compliance verification. She ensures that all assigned personnel maintain current licensure, background screening compliance, CPR certification, and required documentation in accordance with Florida regulations. Her operational oversight ensures timely staffing fulfillment, continuity of care, and alignment with contractual expectations.

Ms. Tibert's proficiency in EMR/EHR systems supports accurate record-keeping, documentation compliance, and workflow efficiency. Her dual clinical and administrative expertise enhances the organization's ability to deliver dependable, compliant, and high-quality services in both facility-based and in-home care settings.

Objective

It is my immediate goal to contribute to a growing medical practice by extending my current skill set; while opening up to learn what others may offer to teach me. I collaborate well with others to achieve desired goals, and I intend to extend my skills in customer service and sales as well.

Skills

- Patient focused Care
- Knowledge of front/back office
- Good understanding of medical terminologies
- Taking vital signs, patient medical history, and e-prescribing prescriptions
- Good interpersonal communication skills
- High attention to details
- Efficiently trained in EMR Services such as Medi-Soft, Perfect Carelite and EMA

Experience

Staffing Manager Aiding with Care home services LLC 2021-Present

- Ensure compliance with internal and external policies and regulations
- Oversee all staffing needs and operations of our organization
- candidate screening and hiring processes
- Assist in preparation and execution of onboarding and training plans
- Outstanding organizational and leadership skills

Medical Assistant; Dermpartners. 2017-2020

- Escorted patients to exam room and obtained full medical history intake.
- Assisted physicians in exam room with biopsies, excisions ect..
- Suture Removals
- Cosmetic consultations pertaining to Lasers, Coolsculpting and Cosmetic Products
- Pre Screening for biologics

Medical Assistant; Hecker Dermatology Group, P.A 2012 - 2017

- Assisted medical doctors with biopsies, surgery, and cosmetic procedures
- Prepared patients for physical examinations; interviewed patients to obtain medical history; explained treatment procedures
- Sterilized equipment, restocked exam rooms, and properly disposed of contaminated biomedical waste
- Performed medical treatments such as Hydra- facials, Peels, and Ultherapy procedures
- Educated patients on prescribed product regimens to treat and maintain healthier skin
- Faxing, electronic scanning, and handling medical records
- Managed and updated biopsy and CLIA log book

Medical Assistant; Schlam Dermatology 2008 - 2012

- Organized medical exam rooms
- Managed multiple phone lines, faxing and appointment scheduling
- Assisted in minor surgical procedures
- Administered PPD tests, draw labs and removed sutures
- Completed medical, cosmetic and product inventory

Education

Home Health Aide Certificate 2025
Marlene Training Center, Oakland Park, FL

GED 2025

Medical Assistant Certificate 2007-2008
Concorde Career Institute, Miramar, FL



Marlene's
training center

MD MD

2701 W OAKLAND PARK BLVD STE 105
OAKLAND PARK, FL 33311

Phone (954) 533-9608 Cell (754) 367-0222 Fax (954)-533-9609

ON THE RECOMMENDATION OF THE FACULTY AND BY AUTHORITY
OF THE BOARD OF DIRECTORS THIS

Certificate

ROSE ANDREE TIBERT

HOME HEALTH AIDE TRAINING PROGRAM

SIGNED AND GIVEN UNDER OUR HAND:

THIS 25TH DAY OF JUNE, 2021



MARLENE DUBOIS
DIRECTOR
MDA



LIC.3665

THIS OFFICIALLY SEALED CERTIFICATE IS PRINTED ON A SECURITY PAPER.
WHEN PHOTOCOPIED YOU WILL SEE THE WORD VOID APPEAR MD.

Concorde Career Institute
*10933 Marks Way
Miramar, Florida*

Be It Known That

Rose -Andree Tibert

*Having successfully completed the required program of instruction
and upon examination having been found duly qualified
in the subjects of the program, is hereby awarded this diploma in*

Medical Assistant

Given at Miramar, Florida this date

November 4, 2008



[Signature]
Academic Dean
[Signature]
Campus President

HEARTSAVER

**Heartsaver®
First Aid CPR AED**



Rose Tibert

has successfully completed the cognitive and skills evaluations in
accordance with the curriculum of the American Heart Association
Heartsaver First Aid CPR AED Program.

Optional modules completed:

Heartsaver Total, Child CPR AED, Infant CPR, Exam

Issue Date Renew By eCard Code
4/15/2024 04/2026 256014087224

To view or verify authenticity, students and employers should scan this
QR code with their mobile device or go to www.heart.org/cpr/mycards.



Training Center Name Life Beat, Inc.
Training Center ID FL20191
TC City, State Ft. Lauderdale, FL
TC Phone (954) 942-3436
Training Site Name FTC Training Center
Instructor Name Mazinga Blanc Ductan
Instructor ID 05180685514

© 2023 American Heart Association 20-3002 R3/23

COST SCHEDULE

| Line Item | Description | Frequency | Unit of Measure | Unit Cost |
|-----------|---|-----------|-----------------|-----------|
| 1 | On-Call Nursing Services: Registered Nurse (RN) | As Needed | HRS | \$50.00 |
| 2 | On-Call Nursing Services: Licensed Practical Nurse (LPN) | As Needed | HRS | \$40.00 |
| 3 | On-Call Nursing Services: Certified Nursing Assistant (CNA) | As Needed | HRS | \$20.00 |
| 4 | In-Home Respite Care Services (RN) | As Needed | HRS | \$30.00 |
| 5 | In-Home Respite Care Licensed Practical Nurse (LPN) | As Needed | HRS | \$24.00 |
| 6 | In-Home Respite Care Certified Nursing Assistant (CNA) | As Needed | HRS | \$20.00 |
| 7 | In-Home Respite Care Home Health Aide (HHA) | As Needed | HRS | \$20.00 |

Contractor's Qualification Statement

Executive Summary

Aiding With Care Health Services is a Florida-licensed Nurse Registry and community-based healthcare provider delivering dependable, compliant, and outcomes-driven nursing and allied support services across Broward, Miami-Dade, and Palm Beach Counties. For more than a decade, our organization has supported seniors, veterans, individuals with disabilities, and medically vulnerable residents through structured staffing models, disciplined regulatory oversight, and person-centered care delivery.

We bring the workforce depth, administrative infrastructure, and compliance systems necessary to execute citywide nursing services with immediate mobilization, uninterrupted coverage, and measurable accountability. Our organization is purpose-built to meet public-sector expectations, with reliability, transparency, safety, and risk mitigation as critical priorities. Aiding With Care offers the City a low-risk, high-capacity partner prepared to deliver consistent, high-quality services from day one of contract award.

Corporate Profile and Licensure

Aiding With Care operates in full compliance with Florida statutes governing Nurse Registries and in-home healthcare delivery. We maintain all required licensure, certifications, and insurance protections to safeguard public agencies and clients. Current compliance includes:

- Active Florida Nurse Registry licensure
- Florida Medicaid enrollment and AHCA approval
- Electronic Visit Verification compliance
- Professional and general liability insurance
- Workers' compensation coverage
- Level II background screening for all caregivers
- Ongoing credential verification and license monitoring

Our structured compliance framework includes expiration tracking, documentation audits, supervisory oversight, and periodic internal reviews to ensure continuous regulatory alignment. We are also expanding our licensure to Skilled Home Health Agency to further enhance our clinical capabilities and support future Medicare-aligned services.

Statement of Readiness

Aiding With Care Health Services is fully prepared to implement and sustain high-quality nursing and allied support services across the City. Our workforce, infrastructure, compliance systems, and oversight practices enable immediate mobilization and reliable long-term performance. We are committed to delivering safe, compliant, and resident-centered services while protecting public resources and maintaining the highest standards of accountability. We stand ready to begin service upon contract award.

Our Commitment to the City of Lauderdale Lakes

Aiding with Care Health Services approaches partnerships with a disciplined, long-term commitment to operational excellence, regulatory compliance, and measurable performance outcomes. We are dedicated to supporting the City of Lauderdale Lakes in advancing the health, safety, and overall quality of life of its senior residents living with Alzheimer's disease and related dementia.

Statement of Capabilities

Service Capacity and Operational Infrastructure

Aiding With Care maintains a roster of more than fifty credentialed caregivers and allied health professionals, including Certified Nursing Assistants, Home Health Aides, and trained companion care staff. Our workforce is supported by active recruitment pipelines and reserve staffing pools to ensure scalability and service continuity.

Coverage Capabilities

- Hourly care
- Extended shifts
- 24-hour care
- Live in support
- Rapid deployment staffing
- Short-term and long-term assignments

Our staffing model is intentionally built with excess capacity, enabling us to respond to fluctuating demand, emergency requests, and contract expansions without service interruption.

Supervisory Structure

Each assignment is supported by:

- Individualized care planning
- Routine supervisory visits
- Performance evaluations
- Escalation protocols
- 24-hour on-call management

This oversight ensures quality consistency, caregiver accountability, and timely issue resolution.

Past Performance and Demonstrated Experience

For more than ten years, Aiding With Care has delivered reliable nursing and allied support services throughout South Florida in regulated healthcare environments where continuity, accuracy, and responsiveness are critical.

Representative experience includes:

Medicaid and Community-Based Services - Provided ongoing personal care, respite, and companion services to medically vulnerable residents with full EVV compliance and documentation integrity.

Hospital to Home Transitions - Coordinated rapid start of care for discharged patients, reducing readmissions and improving continuity of care through structured caregiver deployment within 24 to 48 hours.

Extended Hour and Continuous Care - Delivered 24-hour and live-in staffing for clients requiring dementia support, chronic condition management, and high supervision needs.

Performance Highlights

- More than a decade of uninterrupted service delivery
- Consistent staffing coverage with minimal missed shifts
- High caregiver retention
- Strong client satisfaction and referral growth
- Clear communication with City-designated representatives.

We maintain oversight procedures that promote consistency, accountability, and service reliability across all assignments. Our operational model integrates seamlessly with City-directed scheduling and reporting and related dementias through consistent, clinically sound, and dignity-centered care.

Statement of Capabilities

Staffing Ratios and Response Time Guarantees

Aiding With Care maintains a structured workforce model that ensures dependable coverage and rapid response.

Standard Ratios

- Dedicated caregiver to client assignments
- Approximately 1 supervisor for every 15 to 20 caregivers
- 10 to 15 percent reserve staffing capacity
- 24-hour administrative and scheduling coverage

Response Time Commitments

- Routine referrals staffed within 24 to 48 hours
- Urgent requests staffed within 4 to 8 hours when feasible
- Same-day shift replacement for call-outs
- 24-hour on-call management support

Attendance and Continuity Targets

- 98 percent or greater scheduled shift fill rate
- Immediate notification of service issues
- Proactive backup caregiver deployment
- Real-time EVV verification

These guarantees provide predictable, reliable service and reduce operational risk for the City.

Risk Mitigation and Business Continuity

To ensure uninterrupted service delivery, we maintain:

- Backup staffing reserves
- Cross-trained personnel
- Emergency preparedness procedures
- Disaster response protocols
- Redundant communication systems
- Defined escalation hierarchies
- Written continuity plans

These safeguards protect residents and ensure stability during emergencies or unforeseen

Financial and Organizational Stability

Aiding With Care maintains sound financial management and operational controls that support:

- Consistent payroll and workforce retention
- Adequate insurance protection
- Scalable staffing
- Investment in training and compliance systems
- Long-term contract sustainability

Our stability reduces financial and operational risk for municipal partners.



NOTICE PROVISION:

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Attached Documents on Next Page



CAPABILITY STATEMENT

About Us

Aiding With Care Health Services specializes in comprehensive home care and staffing solutions, expertly serving individuals with disabilities, children, and the elderly. Founded in 2017, our mission emphasizes compassion and excellence, ensuring personalized, respectful care for every client. As a licensed Nurse Registry, we offer an extensive range of services, including skilled and non-skilled nursing, care for autistic children, private duty aides, and 24/7 support. Our broad service spectrum and status as a Woman-Owned Small Business (WOSB) position us as a preferred provider nationwide.

Core Competencies

- ➔ **Comprehensive Staffing Solutions:** We utilize our extensive network to efficiently place healthcare professionals across various care settings, ensuring optimal match and coverage.
- ➔ **Specialized Home Care:** We provide tailored skilled nursing and supportive care by focusing on the unique needs of our clients.
- ➔ **Adaptive Service Offerings:** We Offer flexible staffing solutions including permanent, temporary, and emergency placements in settings such as home care, senior living facilities, and specialized pediatric care.

Differentiators

- ➔ **Decade of Excellence:** We have a decade-long commitment to providing skilled and non-skilled home care with a focus on excellence and compassion.
- ➔ **Certified Specialized Care:** We're certified under Florida's Med-Waiver Program and the VA. We specialize in delivering home care tailored to the unique needs of individuals with disabilities and elderly clients.
- ➔ **Comprehensive Insurance Network:** We collaborate with a wide range of public and private insurance providers, ensuring broad accessibility and coverage.
- ➔ **Round-the-Clock Availability:** We offers 24/7 service availability, ensuring that clients receive care at any time it's needed.
- ➔ **Diverse Client Services:** We caters specifically to children from one year old and up with special needs, as well as to senior citizens requiring private-duty care.

Company Data

NAME: Aiding With Care Health Services Inc
UEI: F4XB1E5XNW7
CAGE: 9UX91
POC: Virginie Augustin
Mobile: (954) 274-1701
Email: V.augustin@awchservices.com

NAICS CODES
621610 - Home Health Care Services
623990 - Other Residential Care Facilities
623110 - Nursing Care Facilities (Skilled Nursing Facilities)
561320 - Temporary help services
561330 - Professional employment organization
561311 - Employment Placement Agencies
621399 - Offices of All Other Miscellaneous Health Practitioners

Past Performance

Medicaid Home Care Services (2017 - Present):

Since 2017, Aiding With Care Health Services has successfully delivered comprehensive home care services to over 50 patients annually, funded by Medicaid. Our effective care solutions and strict adherence to regulatory standards have consistently earned us high audit scores, typically ranging between 95 and 100.

Extensive Service to Minority Communities:

Our dedicated service to a large community of minority patients highlights our commitment to inclusivity and tailored care, significantly enhancing the quality of life for these groups. This dedication has also contributed to our steady annual revenue of \$2-3.5 million dollars.

Robust Staff and Family Engagement:

Aiding With Care Health Services excels in maintaining continuous communication with families, providing essential support and resources. This proactive interaction ensures that our services are not only effective but also compassionate and closely aligned with the specific needs of the communities we serve.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

| |
|-------|
| Title |
|-------|

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

| |
|---------|
| Summary |
|---------|

This is a continued discussion regarding the use of City facilities.

| |
|----------------------|
| Staff Recommendation |
|----------------------|

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commisisoner Tycie Causwell, Office of the Mayor and City Commission

Meeting Date: 3/9/2026

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| <input type="checkbox"/> Backup Information | Backup Material |

| Begin Date | Contact | Reserved Time | Reservation Purpose | Short Description | Waived Fees | Total Paid Rental | Deposit Charged | Deposit Paid |
|-----------------|-------------------------------------|-------------------|---|-------------------|-------------|-------------------|-----------------|--------------|
| JANUARY | | | | | | | | |
| MP | | | | | | | | |
| 1/22/2024 | DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:30pm | MONTHLY MEETING | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 1/27/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 9:00am - 4:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 787.5 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 1/17/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 6:00pm - 8:00pm | NATIONAL DAY OF RACIAL HEALING | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 1/27/2024 | LAUDERDALE LAKES LIBRARY | 10:00am - 1:00pm | HOT TOPICS | ECC AUDITORIUM | 405 | \$0.00 | \$0.00 | \$0.00 |
| 1/30/2024 | Freda Mosquera | 12:00am - 12:00am | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| FEBRUARY | | | | | | | | |
| MP | | | | | | | | |
| 2/12/2024 | DEMOCRATIC BLACK CAUCUS | 5:00pm - 7:30pm | MONTHLY MEETING | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 2/24/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 9:00am - 11:45pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 1755 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 2/8/2024 | HEIDI BROCKS | 6:30pm - 8:30pm | ZETA | WW AUDITORIUM | 180 | \$0.00 | \$0.00 | \$0.00 |
| 2/28/2024 | DAPHNE ROCKETT | 9:00am - 5:00pm | AARP COURSE | WW AUDITORIUM | 720 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 2/3/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 12:00pm - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 675 | \$0.00 | \$0.00 | \$0.00 |
| 2/5/2024 | SAM GOODMAN | 6:00pm - 8:00pm | CASSIA HOMEOWNERS ASSOCIATION | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 2/8/2024 | DAPHNE ROCKETT | 7:00pm - 9:00pm | EAST GATE HOMEOWNER'S MONTHLY MEETING | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 2/9/2024 | Resident City of Lauderdale Lakes | 4:00pm - 10:00pm | PAINT N GLOW | ECC AUDITORIUM | 810 | \$0.00 | \$0.00 | \$0.00 |
| 2/25/2024 | MARCELLE JONES | 11:00am - 8:00pm | WOMEN'S EMPOWERMENT | ECC AUDITORIUM | 1215 | \$0.00 | \$0.00 | \$0.00 |
| MARCH | | | | | | | | |
| MP | | | | | | | | |
| 3/5/2024 | COMMISSIONER TYCIE CAUSWELL | 10:00am-6:00pm | ANNUAL SPRING TEA | MP AUDITORIUM | \$900.00 | \$0.00 | \$0.00 | \$0.00 |
| 3/9/2024 | TRESSA S. | 4:00pm - 12:00am | REPAST KIWANIS CLUB | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| 3/16/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 9:00am - 4:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 787.5 | \$0.00 | \$0.00 | \$0.00 |
| 3/25/2024 | DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:30pm | MONTHLY MEETING | MP AUDITORIUM | 281.25 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 3/27/2024 | DAPHNE ROCKETT | 9:00am - 5:00pm | AARP COURSE | WW AUDITORIUM | 720 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 3/5/2024 | Freda Mosquera | 12:00am - 12:00am | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 3/7/2024 | FDOT | 12:00pm - 8:00pm | TOWNHALL MEETING | ECC AUDITORIUM | 405 | \$0.00 | \$0.00 | \$0.00 |
| 3/14/2024 | DAPHNE ROCKETT | 7:00pm - 9:00pm | EAST GATE HOMEOWNER'S MONTHLY MEETING | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 3/15/2024 | JODY ROBINSON | 10:00am - 12:00pm | MUFFINS FOR MOM PROGRAM YMCA OF SOUTH FLORIDA | ECC AUDITORIUM | 1890 | \$0.00 | \$0.00 | \$0.00 |
| 3/16/2024 | GLENDA BROCKINGTON | 12:00pm - 7:00pm | SOCIAL GATHERING | ECC AUDITORIUM | 1215 | \$0.00 | \$0.00 | \$0.00 |
| 3/23/2024 | ZETA | 10:00am - 12:00pm | CPR CLASS | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 3/26/2024 | Freda Mosquera | 12:00am - 12:00am | COMPUTER CLASSES | ECC COMPUTER LAB | 540 | \$0.00 | \$0.00 | \$0.00 |
| APRIL | | | | | | | | |
| MP | | | | | | | | |
| 4/15/2024 | DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:30pm | MONTHLY MEETING | MP AUDITORIUM | 281.25 | \$0.00 | \$0.00 | \$0.00 |
| 4/20/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 12:00pm - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 562.5 | \$0.00 | \$0.00 | \$0.00 |
| 4/27/2024 | SGT. JOHNSON | 8:00am - 4:00pm | BSO SENIOR SAFETY EVENT | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 4/2/2024 | MELODIE D. | 5:00pm - 8:00pm | HEART GALLERY OF BROWARD COUNTY | ECC AUDITORIUM | 405 | \$0.00 | \$0.00 | \$0.00 |
| 4/9/2024 | MELODIE D. | 11:30am - 1:30pm | HEART GALLERY OF BROWARD | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 4/9/2024 | Freda Mosquera | 12:00am - 12:00am | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 4/10/2024 | VIELKA B. | 11:00am - 1:00pm | HEALTHY STRT COMMUNITY ACTION BOARD MEETING | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 4/11/2024 | DAPHNE ROCKETT | 7:00pm - 9:00pm | EAST GATE HOMEOWNER'S MONTHLY MEETING | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 4/12/2024 | MAYOR PHILLIPS | 9:00am - 1:00pm | DEPARTMENT OF JUVENILE JUSTICE TRAINING | ECC AUDITORIUM | 540 | \$0.00 | \$0.00 | \$0.00 |
| 4/23/2024 | Freda Mosquera | 12:00am - 12:00am | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| MAY | | | | | | | | |
| MP | | | | | | | | |
| 5/4/2024 | KIWANIS CLUB OF LAUD. LAKES | 8:00am - 2:00pm | PRAYER BREAKFAST | MP AUDITORIUM | 675 | \$0.00 | \$0.00 | \$0.00 |
| 5/8/2024 | BCPA | 6:00pm - 8:30pm | Town Hall presented by | MP AUDITORIUM | 281.5 | \$0.00 | \$0.00 | \$0.00 |
| 5/18/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 9:00am - 4:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 787.5 | \$0.00 | \$0.00 | \$0.00 |
| 5/20/2024 | DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:30pm | MONTHLY MEETING | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 5/29/2024 | DAPHNE ROCKETT | 9:00am - 5:00pm | AARP COURSE | WW AUDITORIUM | 720 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 5/2/2024 | VIELKA B. | 6:00pm - 8:00pm | BROWARD COUNTY BLACK CHAMBER OF COMMERCE | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 5/7/2024 | Freda Mosquera | 12:00am - 12:00am | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 5/9/2024 | DAPHNE ROCKETT | 7:00pm - 9:00pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 5/21/2024 | Freda Mosquera | 12:00am - 12:00am | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 5/22/2024 | ORIOLE ELEM. | 8:00am - 5:00pm | 5th GRADE DANCE | ECC AUDITORIUM | 1215 | \$0.00 | \$0.00 | \$0.00 |
| NG | | | | | | | | |
| 5/20/2024 | ORIOLE ELEM. | 8:00am - 1:00pm | 5th GRADE PICNIC | LARGE PAVILION | 100 | \$0.00 | \$0.00 | \$0.00 |
| JUNE | | | | | | | | |

| | | | | | | | | |
|------------------|-------------------------------------|------------------|--|------------------|--------|--------|--------|--------|
| MP | | | | | | | | |
| 6/15/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 9:00am - 4:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 787.5 | \$0.00 | \$0.00 | \$0.00 |
| 6/17/2024 | DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:30pm | MONTHLY MEETING | MP AUDITORIUM | 281.25 | \$0.00 | \$0.00 | \$0.00 |
| 6/20/2024 | REPRESENTATIVE CAMPBELL | 6:00pm - 8:00pm | TOWN HALL MEETING: | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 6/1/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 12:00pm - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 675 | \$0.00 | \$0.00 | \$0.00 |
| JULY | | | | | | | | |
| MP | | | | | | | | |
| 7/15/2024 | DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:30pm | MONTHLY MEETING | MP AUDITORIUM | 281.25 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 7/23/2024 | SAM GOODMAN | 6:00pm - 8:30pm | HOA MEETING FOR CASSIA ESTATES | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| AUGUST | | | | | | | | |
| MP | | | | | | | | |
| 8/17/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 9:00am - 4:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 787.5 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 8/3/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 12:00pm - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 675 | \$0.00 | \$0.00 | \$0.00 |
| 8/8/2024 | DAPHNE ROCKETT | 7:00pm - 9:00pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 8/28/2024 | DAPHNE ROCKETT | 9:00am - 5:00pm | AARP COURSE | WW AUDITORIUM | 720 | \$0.00 | \$0.00 | \$0.00 |
| SEPTEMBER | | | | | | | | |
| MP | | | | | | | | |
| 9/16/2024 | DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:30pm | MONTHLY MEETING | MP AUDITORIUM | 281.25 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 9/25/2024 | DAPHNE ROCKETT | 9:00am - 5:00pm | AARP COURSE | WW AUDITORIUM | 720 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 9/10/2024 | Freda Mosquera | 5:30pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 9/25/2024 | VIELKA BUCHANAN | 5:00pm - 6:00pm | WORKSHOP WITH CONSOLIDATED CREDIT UNION | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 9/28/2024 | TERRI MEREDITH | 8:00am - 9:00pm | Broward County Commissioner Hazelle Rogers | ECC ADMIN OFFICE | 1755 | \$0.00 | \$0.00 | \$0.00 |
| OCTOBER | | | | | | | | |
| MP | | | | | | | | |
| 10/19/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 9:00am - 4:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 787.5 | \$0.00 | \$0.00 | \$0.00 |
| 10/21/2024 | DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:30pm | MONTHLY MEETING | MP AUDITORIUM | 281.25 | \$0.00 | \$0.00 | \$0.00 |
| 10/25/2024 | VICE MAYOR KARLENE MAXWELL-WILLIAMS | 9:00am - 10:00pm | BREAST CANCER EVENTS | MP AUDITORIUM | 1575 | \$0.00 | \$0.00 | \$0.00 |
| 10/26/2024 | VICE MAYOR KARLENE MAXWELL-WILLIAMS | 9:00am - 10:00pm | BREAST CANCER EVENTS | MP AUDITORIUM | 1575 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 10/1/2024 | Freda Mosquera | 5:45pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 10/3/2024 | Freda Mosquera | 5:45pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 10/5/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 12:00pm - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 675 | \$0.00 | \$0.00 | \$0.00 |
| 10/8/2024 | Freda Mosquera | 5:45pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 10/10/2024 | DAPHNE ROCKETT | 7:00pm - 9:00pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 10/10/2024 | Freda Mosquera | 5:45pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 10/15/2024 | VIELKA BUCHANAN | 6:00pm - 7:00pm | WORKSHOP WITH CONSOLIDATED CREDIT UNION | ECC AUDITORIUM | 135 | \$0.00 | \$0.00 | \$0.00 |
| 10/15/2024 | Freda Mosquera | 5:45pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 10/17/2024 | Freda Mosquera | 5:45pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 10/22/2024 | Freda Mosquera | 5:45pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 10/23/2024 | DAPHNE ROCKETT | 9:00am - 5:00pm | AARP COURSE | ECC AUDITORIUM | 720 | \$0.00 | \$0.00 | \$0.00 |
| 10/24/2024 | Freda Mosquera | 5:45pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 10/29/2024 | Freda Mosquera | 5:45pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| 10/31/2024 | Freda Mosquera | 5:45pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 600 | \$0.00 | \$0.00 | \$0.00 |
| NOVEMBER | | | | | | | | |
| MP | | | | | | | | |
| 11/9/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 9:00am - 4:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 787.5 | \$0.00 | \$0.00 | \$0.00 |
| 11/18/2024 | DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:30pm | MONTHLY MEETING | MP AUDITORIUM | 281.25 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 11/13/2024 | LAUREEN ELOR | 4:00pm - 6:00pm | DANCE PRACTICE | AEROBICS ROOM | 50 | \$0.00 | \$0.00 | \$0.00 |
| 11/14/2024 | LAUREEN ELOR | 4:00pm - 6:00pm | DANCE PRACTICE | AEROBICS ROOM | 50 | \$0.00 | \$0.00 | \$0.00 |
| 11/15/2024 | LAUREEN ELOR | 4:00pm - 6:00pm | DANCE PRACTICE | AEROBICS ROOM | 50 | \$0.00 | \$0.00 | \$0.00 |
| DECEMBER | | | | | | | | |
| MP | | | | | | | | |
| 12/5/2024 | BCAC DST | 5:30pm - 8:30pm | MEETING | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 12/8/2024 | RICHARD HOYE | 12:00pm - 6:00pm | ELECTION OF OFFICERS | MP AUDITORIUM | 675 | \$0.00 | \$0.00 | \$0.00 |
| 12/21/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 9:00am - 8:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 12/7/2024 | VICE MAYOR KARLENE MAXWELL WILLIAMS | 12:00pm - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 675 | \$0.00 | \$0.00 | \$0.00 |
| 12/12/2024 | DAPHNE ROCKETT | 7:00pm - 9:00pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 12/18/2024 | PEGGY CASTANO | 8:00am - 5:00pm | COMMISSIONERS ORIENTATION | ECC AUDITORIUM | 1215 | \$0.00 | \$0.00 | \$0.00 |
| 12/19/2024 | PEGGY CASTANO | 8:00am - 5:00pm | COMMISSIONERS ORIENTATION | ECC AUDITORIUM | 1215 | \$0.00 | \$0.00 | \$0.00 |

Total loss in Revenue = 54557.75

| Begin Date | Contact | Reserved Time | Reservation Purpose | Short Description | Waived Fees | Total Paid Rental | Deposit Charged | Deposit Paid |
|----------------|---------------------------------------|-------------------|------------------------------------|---------------------|-------------|-------------------|-----------------|--------------|
| JANUARY | | | | | | | | |
| MP | | | | | | | | |
| 1/9/2025 | BCAC DST | 5:30pm - 8:30pm | MEETING | MP AUDITORIUM | 393.75 | \$0.00 | \$0.00 | \$0.00 |
| 1/18/2025 | COMM. KARLENE MAXWEL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 1/9/2025 | HEIDI BROCKS | 6:30pm - 9:00pm | ZETA MEETING | WW AUDITORIUM | 180 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 1/9/2025 | DAPHNE ROCKETT | 5:30pm - 8:00pm | EAST GATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 1/8/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 1/15/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 1/22/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 1/29/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| NG | | | | | | | | |
| 1/26/2025 | COMMISSIONER MAXWELL WILLIAMS | 8:00am - 5:00pm | COOK OFF | LARGE PAVILION | 200 | \$0.00 | \$0.00 | \$0.00 |
| FEBUARY | | | | | | | | |
| MP | | | | | | | | |
| 2/6/2025 | BCAC DST | 5:30pm - 8:30pm | MEETING | MP AUDITORIUM | 393.75 | \$0.00 | \$0.00 | \$0.00 |
| 2/15/2025 | CM | 6:00am - 8:00pm | REPAST | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| 2/22/2025 | COMM. KARLENE MAXWELL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 2/8/2025 | COMM. KARLENE MAXWELL WILLIAMS | 9:00am - 5:00pm | LITERACY DAY | WW AUDITORIUM | 720 | \$0.00 | \$0.00 | \$0.00 |
| 2/13/2025 | HEIDI BROCKS | 6:30pm - 9:00pm | ZETA MEETING | WW AUDITORIUM | 180 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 2/4/2025 | SAM GOODMAN | 6:30pm - 8:30pm | CASSIA ESTATES | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 2/5/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 2/12/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 2/13/2025 | DAPHNE ROCKETT | 5:30pm - 8:00pm | EAST GATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 2/19/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 2/26/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| MARCH | | | | | | | | |
| MP | | | | | | | | |
| 3/6/2025 | WOMEN CELEBRATING WOMEN | 10am-6pm | ANNUAL SPRING TEA EVENT | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| 3/6/2025 | BCAC DST | 5:30pm-8:30pm | MEETING | MP AUDITORIUM | 393.73 | \$0.00 | \$0.00 | \$0.00 |
| 3/8/2025 | COMM. KARLENE MAXWELL WILLIAMS | 9:00am - 3:00pm | KNOW YOUR RIGHTS CAMPAIGN | RESOURCE CENTER(SS) | 300 | \$0.00 | \$0.00 | \$0.00 |
| 3/17/2025 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 3/29/2025 | COMM. KARLENE MAXWEL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 3/1/2025 | VIELKA BUCHANAN | 10:00am - 2:00pm | SMALL BUSINESS FORUM | ECC AUDITORIUM | 540 | \$0.00 | \$0.00 | \$0.00 |
| 3/4/2025 | SAM GOODMAN | 6:30pm - 8:30pm | CASSIA ESTATES | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 3/5/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 3/6/2025 | LOLITA C | 12:00pm - 2:00pm | BROWARD LEAGUE CITIE BOARD MEETING | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 3/8/2025 | COMMISSIONER KARLENE MAXWELL WILLIAMS | 9:00am - 8:00pm | LITERACY DAY | ECC AUDITORIUM | 1485 | \$0.00 | \$0.00 | \$0.00 |
| 3/12/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 3/13/2025 | DAPHNE ROCKETT | 5:30pm - 8:00pm | EAST GATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 3/14/2025 | COMM. HARRISON | 10:00am - 12:00pm | SEMINAR | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 3/14/2025 | COMM. HARRISON | 6:00pm - 10:00pm | RAMADAN DINNER | ECC AUDITORIUM | 540 | \$0.00 | \$0.00 | \$0.00 |
| 3/19/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 3/21/2025 | LATRESSA GOODRUM | 6:00pm - 8:00pm | GIRLS SCOUT | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 3/26/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 3/28/2025 | HEIDI BROCKS | 6:30pm - 9:00pm | ZETA MEETING | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| APRIL | | | | | | | | |
| MP | | | | | | | | |
| 4/12/2025 | COMM. KARLENE MAXWELL WILLIAMS | 10:00am - 2:00pm | LITERACY DAY | MP AUDITORIUM | 450 | \$0.00 | \$0.00 | \$0.00 |
| 4/16/2025 | CONGRESS WOMAN SHELIA CHERFILUS | 3:00pm - 8:00pm | MCCORMICK'S FORUM | MP AUDITORIUM | 562.5 | \$0.00 | \$0.00 | \$0.00 |
| 4/21/2025 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |

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|-------------|---------------------------------------|-------------------|---|---------------------|--------|--------|--------|--------|
| 4/1/2025 | SAM GOODMAN | 6:30pm - 8:30pm | CASSIA ESTATES | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 4/2/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 4/10/2025 | DAPHNE ROCKETT | 5:30pm - 8:00pm | EAST GATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 4/16/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 4/23/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 4/26/2025 | VIELKA BUCHANAN | 10:00am - 12:00pm | MEETING | ECC MEETING ROOM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 4/30/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 4/10/2025 | HEIDI BROCKS | 6:30pm - 9:00pm | ZETA MEETING | WW AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 4/26/2025 | MARVIN SOLIS | 10:00am - 2:00pm | SENIOR BRUNCH | WW AUDITORIUM | 360 | \$0.00 | \$0.00 | \$0.00 |
| NG | | | | | | | | |
| 4/24/2025 | GLENDA BROCKINGTON | 9:00am - 3:00pm | FIELD DAY | LARGE PAVILION | 120 | \$0.00 | \$0.00 | \$0.00 |
| MAY | | | | | | | | |
| MP | | | | | | | | |
| 5/1/2025 | BCAC DST | 5:30pm - 8:30pm | MEETING | MP AUDITORIUM | 393.75 | \$0.00 | \$0.00 | \$0.00 |
| 5/8/2025 | RALPHMIDE BELIZAIRE | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 5/9/2025 | BROWARD COUNTY | 5:00pm - 9:00pm | SOUNDS OF THE 70'S DANCE | MP AUDITORIUM | 450 | \$0.00 | \$0.00 | \$0.00 |
| 5/13/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 5/15/2025 | HOPE CALHOUN | 4:00pm - 9:00pm | UNHOUSED AND UNHEARD MEETING | MP AUDITORIUM | 562.5 | \$0.00 | \$0.00 | \$0.00 |
| 5/15/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 5/19/2025 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 5/21/2025 | HEIDI BROCKS | 5:00pm - 8:00pm | TOWN HALL | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 5/22/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 5/29/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 5/6/2025 | SAM GOODMAN | 6:30pm - 8:30pm | CASSIA ESTATES | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 5/7/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 5/8/2025 | DAPHNE ROCKETT | 5:30pm - 8:00pm | EAST GATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 5/10/2025 | COMMISSIONER KARLENE MAXWELL WILLIAMS | 9:00am - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 1080 | \$0.00 | \$0.00 | \$0.00 |
| 5/14/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 5/28/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 5/1/2025 | VIELKA BUCHANAN | 3:00pm - 5:00pm | SMALL BUSINESS MICRO GRANT PROGRAM WORKSHOP | WW AUDITORIUM | 180 | \$0.00 | \$0.00 | \$0.00 |
| 5/8/2025 | HEIDI BROCKS | 6:30pm - 9:00pm | ZETA MEETING | WW AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 5/14/2025 | VIELKA BUCHANAN | 6:00pm - 8:00pm | EDAB MEET & GREET | WW AUDITORIUM | 180 | \$0.00 | \$0.00 | \$0.00 |
| 5/22/2025 | VIELKA BUCHANAN | 6:00pm - 8:00pm | BROWARD PILOT PROJECT WORKSHOP | WW AUDITORIUM | 180 | \$0.00 | \$0.00 | \$0.00 |
| JUNE | | | | | | | | |
| MP | | | | | | | | |
| 6/5/2025 | BCAC DST | 5:30pm - 8:30pm | MEETING | MP AUDITORIUM | 393.75 | \$0.00 | \$0.00 | \$0.00 |
| 6/5/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 6/7/2025 | BCAC DST | 8:00am - 5:00pm | MEETING | MP AUDITORIUM | 1012.5 | \$0.00 | \$0.00 | \$0.00 |
| 6/16/2025 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 6/28/2025 | COMM. KARLENE MAXWEL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 6/3/2025 | SAM GOODMAN | 6:30pm - 8:30pm | CASSIA ESTATES | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 6/4/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 6/25/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 6/5/2025 | COMMISSION SHARON THOMAS | 6:00pm - 8:00pm | CONVERSATIONS WITH COMMISSIONERS | WW AUDITORIUM | 180 | \$0.00 | \$0.00 | \$0.00 |
| JULY | | | | | | | | |
| MP | | | | | | | | |
| 7/1/2025 | RALPHMIDE BELIZAIRE | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 7/3/2025 | BCAC DST | 5:30pm - 8:30pm | MEETING | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 7/10/2025 | HEIDI BROCKS | 6:00pm - 8:00pm | ZETA MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 7/10/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 7/12/2025 | VIELKA BUCHANAN | 9:00am - 1:00pm | BUSINESS RESOURCE FAIR | RESOURCE CENTER(SS) | 200 | \$0.00 | \$0.00 | \$0.00 |
| 7/17/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 7/21/2025 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 7/23/2025 | TERRI MEREDITH | 3:00pm - 8:00pm | 2025 STATE OF THE CITY | MP AUDITORIUM | 562.5 | \$0.00 | \$0.00 | \$0.00 |

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|------------------|---------------------------------------|------------------|---|---------------------|--------|--------|--------|--------|
| 7/24/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 7/26/2025 | COMM. KARLENE MAXWEL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| 7/31/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 7/1/2025 | SAM GOODMAN | 6:30pm - 8:30pm | CASSIA ESTATES | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 7/5/2025 | COMM. KARLENE MAXWELL WILLIAMS | 9:00am - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 1080 | \$0.00 | \$0.00 | \$0.00 |
| 7/2/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 7/9/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 7/16/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 7/23/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 7/30/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| AUGUST | | | | | | | | |
| MP | | | | | | | | |
| 8/7/2025 | BCAC DST | 5:30pm - 8:30pm | MEETING | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 8/7/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 8/8/2025 | VIELKA BUCHANAN | 10:00am - 2:00pm | How to do business with Lauderdale Lakes | MP AUDITORIUM | 450 | \$0.00 | \$0.00 | \$0.00 |
| 8/16/2025 | Resident City of Lauderdale Lakes | 9:00am - 3:00pm | ZETA MEETING HEIDI BROCKS | MP AUDITORIUM | 675 | \$0.00 | \$0.00 | \$0.00 |
| 8/18/2025 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 8/23/2025 | COMM. KARLENE MAXWEL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 8/6/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 8/27/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| SEPTEMBER | | | | | | | | |
| ECC | | | | | | | | |
| 9/4/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 9/15/2025 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 9/20/2025 | COMM. KARLENE MAXWEL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| 9/26/2025 | COMM. KARLENE MAXWEL WILLIAMS | 9:00am - 9:00pm | IMMIGRATION CONFERENCE | MP AUDITORIUM | 1485 | \$0.00 | \$0.00 | \$0.00 |
| 9/27/2025 | COMM. KARLENE MAXWEL WILLIAMS | 8:00am - 8:00pm | IMMIGRATION CONFERENCE | RESOURCE CENTER(SS) | 600 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 9/6/2025 | COMM. KARLENE MAXWELL WILLIAMS | 9:00am - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 1080 | \$0.00 | \$0.00 | \$0.00 |
| 9/10/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 9/11/2025 | DAPHNE ROCKETT | 5:30pm - 8:00pm | EAST GATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 9/17/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 9/20/2025 | MAYOR VERONICA EDWARDS PHILLIPS | 7:30am - 11:30am | ALPHA KAPPA ALPHA MEETING | ECC AUDITORIUM | 540 | \$0.00 | \$0.00 | \$0.00 |
| OCTOBER | | | | | | | | |
| MP | | | | | | | | |
| 10/2/2025 | BCAC DST | 5:30pm - 8:30pm | MEETING | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 10/2/2025 | RALPHMIDE BELIZAIRE | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 10/7/2025 | Resident City of Lauderdale Lakes | 5:30pm - 6:30pm | CHESS CLASS | RESOURCE CENTER(SS) | 50 | \$0.00 | \$0.00 | \$0.00 |
| 10/9/2025 | HEIDI BROCKS | 6:00pm - 8:00pm | ZETA MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 10/11/2025 | COMM. KARLENE MAXWELL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| 10/14/2025 | COMMISSIONER EASTON HARRISON | 5:30pm - 6:30pm | CHESS CLASS | RESOURCE CENTER(SS) | 50 | \$0.00 | \$0.00 | \$0.00 |
| 10/20/2025 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 10/21/2025 | COMMISSIONER EASTON HARRISON | 5:30pm - 6:30pm | CHESS CLASS | RESOURCE CENTER(SS) | 50 | \$0.00 | \$0.00 | \$0.00 |
| 10/24/2025 | Commissioner Karlene Maxwell-Williams | 9:00am - 4:00pm | Breast Cancer Awareness Community Health Fair | MP AUDITORIUM | 787.5 | \$0.00 | \$0.00 | \$0.00 |
| 10/25/2025 | Commissioner Karlene Maxwell-Williams | 6:00pm - 11:00pm | Breast Cancer Awareness Pink Out Dinner | MP AUDITORIUM | 562.5 | \$0.00 | \$0.00 | \$0.00 |
| 10/28/2025 | COMMISSIONER EASTON HARRISON | 5:30pm - 6:30pm | CHESS CLASS | RESOURCE CENTER(SS) | 50 | \$0.00 | \$0.00 | \$0.00 |
| 10/29/2025 | STATE REP. DUNKLEY | 4:30pm - 8:00pm | TOWN HALL | MP AUDITORIUM | 393.75 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 10/1/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 10/9/2025 | DAPHNE ROCKETT | 5:30pm - 8:00pm | EAST GATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 10/15/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 10/22/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 10/29/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 10/11/2025 | COMM. HARRISON | 7:00am - 8:00pm | DIAPER DISTRIBUTION | WW LARGE PAVILION | 310 | \$0.00 | \$0.00 | \$0.00 |
| NOVEMBER | | | | | | | | |
| MP | | | | | | | | |

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|-----------------|---------------------------------|------------------|---------------------------------|---------------------|--------------------------------|-----------------|--------|--------|
| 11/4/2025 | COMMISSIONER EASTON HARRISON | 5:30pm - 6:30pm | CHESS CLASS | RESOURCE CENTER(SS) | 50 | \$0.00 | \$0.00 | \$0.00 |
| 11/6/2025 | BCAC DST | 5:30pm - 8:30pm | MEETING | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 11/6/2025 | RALPHMIDE BELIZAIRE | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 11/8/2025 | COMM. KARLENE MAXWELL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| 11/11/2025 | COMMISSIONER EASTON HARRISON | 5:30pm - 6:30pm | CHESS CLASS | RESOURCE CENTER(SS) | 50 | \$0.00 | \$0.00 | \$0.00 |
| 11/15/2025 | DR. JOANETTE BROOKES-GEORGE | 8:00am - 2:00pm | TEEN TALK TRIAD | MP AUDITORIUM | 675 | \$0.00 | \$0.00 | \$0.00 |
| 11/17/2025 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 11/18/2025 | HEIDI BROCKS | 6:00pm - 8:00pm | ZETA MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 11/18/2025 | COMMISSIONER EASTON HARRISON | 5:30pm - 6:30pm | CHESS CLASS | RESOURCE CENTER(SS) | 50 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 11/5/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 11/6/2025 | COMM. HARRISON | 6:00pm - 9:00pm | COMMISSIONER'S CHESS CHALLENGE | ECC AUDITORIUM | 405 | \$0.00 | \$0.00 | \$0.00 |
| 11/10/2025 | MAYOR VERONICA EDWARD PHILLIPS | 12:00pm - 2:00pm | NWCEO MEETING | ECC AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 11/12/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 11/13/2025 | DAPHNE ROCKETT | 5:30pm - 8:00pm | EAST GATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 11/19/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 11/26/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| DECEMBER | | | | | | | | |
| MP | | | | | | | | |
| 12/4/2025 | COMMISSIONER EASTON HARRISON | 6:00pm - 9:00pm | CHESS CLUB | RESOURCE CENTER(SS) | 150 | \$0.00 | \$0.00 | \$0.00 |
| 12/11/2025 | HEIDI BROCKS | 6:00pm - 8:00pm | ZETA MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 12/15/2025 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 12/20/2025 | COMM. KARLENE MAXWEL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 900 | \$0.00 | \$0.00 | \$0.00 |
| 12/20/2025 | WOMEN OF VETERANS AFFAIRS | 5:00pm - 8:00pm | GIFT GIVEAWAY | MP AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 12/3/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 12/6/2025 | COMM. KARLENE MAXWELL WILLIAMS | 9:00am - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 1080 | \$0.00 | \$0.00 | \$0.00 |
| 12/10/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 12/11/2025 | DAPHNE ROCKETT | 5:30pm - 8:00pm | EAST GATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 12/17/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 12/24/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 12/31/2025 | FREDA MOSQUERA | 2:00pm - 4:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 12/11/2025 | HEIDI BROCKS | 6:00pm - 8:00pm | ZETA MEETING | WW AUDITORIUM | 180 | \$0.00 | \$0.00 | \$0.00 |
| VT | | | | | | | | |
| 12/17/2025 | PINEY GROVE ACADEMY | 4:00pm - 7:00pm | HOME GAME | BBALL COURT COVERED | 150 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | Total loss in Revenue = | 60999.98 | | |

| Begin Dat | Contact | Reserved Time | Reservation Purpose | Short Description | Waived Fees | Total Paid Rental | Deposit Charged | Deposit Paid |
|----------------|-----------------------------------|------------------|--------------------------------------|---------------------|-------------|-------------------|-----------------|--------------|
| JANUARY | | | | | | | | |
| MP | | | | | | | | |
| 1/10/2026 | COMM.KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 1012.5 | \$0.00 | \$0.00 | \$0.00 |
| 1/17/2026 | BROWARD DEMOCRATIC BLACK CAUCUS | 4:00pm - 7:00pm | MONTHLY MEETING | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 1/22/2026 | SAM GOODMAN | 6:30pm - 8:30pm | CASSIA ESTATES | MP AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 1/17/2026 | COMM. KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 1215 | \$0.00 | \$0.00 | \$0.00 |
| 1/29/2026 | DAPHNE ROCKETT | 6:00pm - 8:30pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 1/6/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 1/7/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 1/27/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 1/28/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 1/10/2026 | COMM. HARRISON | 8:00am - 2:00pm | DIAPER DISTRIBUTION | WW LARGE PAVILION | 540 | \$0.00 | \$0.00 | \$0.00 |
| 1/12/2026 | LATRESSA GODDRUM | 6:00pm - 7:30pm | GIRLS SCOUT | WW AUDITORIUM | 135 | \$0.00 | \$0.00 | \$0.00 |
| 1/13/2026 | SGT. JOHNSON/CAPT. PHILIPS | 5:00pm - 8:00pm | POLICE EXPLORER PROGRAM | WW AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| VT | | | | | | | | |
| 1/29/2026 | Resident City of Lauderdale Lakes | 4:00pm - 7:00pm | HOME GAME PINEY GROVE ACADEMY | BBALL COURT COVERED | 150 | \$0.00 | \$0.00 | \$0.00 |
| FEBUARY | | | | | | | | |
| MP | | | | | | | | |
| 2/5/2026 | BCACDST | 5:00pm - 8:00pm | MEETING | MP AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 2/12/2026 | HEIDI BROCKS | 6:00pm - 8:00pm | ZETA MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 2/20/2026 | COMM. HARRISON | 5:00pm - 10:00pm | RAMADAN EVENT | MP AUDITORIUM | 562.5 | \$0.00 | \$0.00 | \$0.00 |
| 2/21/2026 | BROWARD DEMOCRATIC BLACK CAUCUS | 2:00pm - 7:00pm | MONTHLY MEETING | MP AUDITORIUM | 562.5 | \$0.00 | \$0.00 | \$0.00 |
| 2/28/2026 | KIWANIS CLUB | 8:00am - 3:00pm | KIWANIS PRAYER BREAKFAST | MP AUDITORIUM | 787.5 | \$0.00 | \$0.00 | \$0.00 |
| 2/28/2026 | COMM. KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | IMMIGRATION DRIVE | RESOURCE CENTER(SS) | 450 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 2/3/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 2/4/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 2/12/2026 | DAPHNE ROCKETT | 6:00pm - 8:30pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 2/14/2026 | COMM. KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 1215 | \$0.00 | \$0.00 | \$0.00 |
| 2/24/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 2/25/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 2/25/2026 | PINEY GROVE ACADEMY | 4:00pm - 7:00pm | HOME GAME | BBALL COURT COVERED | 150 | \$0.00 | \$0.00 | \$0.00 |
| MARCH | | | | | | | | |
| MP | | | | | | | | |
| 3/5/2026 | COMM SHARON THOMAS | 6:00pm - 8:00pm | CONVERSATIONS WITH COMMISSIONERS | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 3/7/2026 | COMM. SHARON THOMAS | 8:00am - 12:00pm | CLEAN UP | MP AUDITORIUM | 450 | \$0.00 | \$0.00 | \$0.00 |
| 3/16/2026 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 3/25/2026 | VIELKA BUCHANAN | 6:00pm - 8:00pm | BUSINESS PANEL DISCUSSION | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 3/28/2026 | COMM.KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 1012.5 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 3/8/2026 | COMMISSIONER TYCIE CAUSWELL | 10:00am-6:00pm | ANNUAL SPRING TEA | ECC AUDITORIUM | 1350 | | | |
| 3/12/2026 | VIELKA BUCHANAN | 8:30am - 10:00am | THE ALLIANCE PARTNER COUNCIL MEETING | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 3/12/2026 | DAPHNE ROCKETT | 6:00pm - 8:30pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 3/24/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 3/25/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| VT | | | | | | | | |
| 3/21/2026 | COMM. KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | GARAGE SALE | FOOTBALL MAIN FIELD | 135 | \$0.00 | \$0.00 | \$0.00 |
| 3/27/2026 | REP DUNKLEY | 9:00am - 8:00pm | WORK OUT WITH | FOOTBALL MAIN FIELD | 150 | \$0.00 | \$0.00 | \$0.00 |
| APRIL | | | | | | | | |
| MP | | | | | | | | |
| 4/2/2026 | Resident City of Lauderdale Lakes | 4:30pm - 8:00pm | BCACDST | MP AUDITORIUM | 472.5 | \$0.00 | \$0.00 | \$0.00 |
| 4/11/2026 | VIELKA BUCHANAN | 11:00am - 1:00pm | EDAB JOB INTERVIEW TRAINING SESSION | MP AUDITORIUM | 270 | \$0.00 | \$0.00 | \$0.00 |
| 4/18/2026 | VIELKA BUCHANAN | 10:00am - 3:00pm | EDAB JOB FAIR | MP AUDITORIUM | 675 | \$0.00 | \$0.00 | \$0.00 |
| 4/20/2026 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 4/25/2026 | MAYOR VERONICA EDWARDS PHILIPS | 9:00am - 10:00pm | MAYOR'S CHESS CHALLENGE | MP AUDITORIUM | 1755 | \$0.00 | \$0.00 | \$0.00 |
| 4/26/2026 | COMM. KARLENE MAXWELL WILLIAMS | 9:00am - 5:00pm | IMMIGRATION AND CITIZENSHIP DRIVE | MP AUDITORIUM | 1012.5 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 4/7/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASSES | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 4/8/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |

| | | | | | | | | |
|------------------|-----------------------------------|------------------|-----------------------------------|---------------------|--------|--------|--------|--------|
| 4/9/2026 | VIELKA BUCHANAN | 8:30am - 10:00am | ALLIANCE PARTNERS COUNCIL MEETING | ECC AUDITORIUM | 202.5 | \$0.00 | \$0.00 | \$0.00 |
| 4/9/2026 | DAPHNE ROCKETT | 6:00pm - 8:30pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 4/25/2026 | COMM. KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 1215 | \$0.00 | \$0.00 | \$0.00 |
| 4/28/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 4/29/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| WW | | | | | | | | |
| 4/1/2026 | VIELKA BUCHANAN | 3:00pm - 4:30pm | OESBD WORKSHOP | WW AUDITORIUM | 135 | \$0.00 | \$0.00 | \$0.00 |
| MAY | | | | | | | | |
| MP | | | | | | | | |
| 5/7/2026 | BCACDST | 4:30pm - 8:00pm | MEETING | MP AUDITORIUM | 393.75 | \$0.00 | \$0.00 | \$0.00 |
| 5/18/2026 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 5/23/2026 | COMM.KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | RESOURCE CENTER | 225 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 5/5/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 5/6/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 5/14/2026 | DAPHNE ROCKETT | 6:00pm - 8:30pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 5/26/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 5/27/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| JUNE | | | | | | | | |
| MP | | | | | | | | |
| 6/4/2026 | COMM SHARON THOMAS | 6:00pm - 8:00pm | CONVERSATIONS WITH COMMISSIONERS | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 6/6/2026 | COMM. SHARON THOMAS | 8:00am - 12:00pm | CLEAN UP | RESOURCE CENTER(SS) | 200 | \$0.00 | \$0.00 | \$0.00 |
| 6/15/2026 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 6/20/2026 | VIELKA BUCHANAN | 9:00am - 1:00pm | BUSINESS RESOURCE FAIR | MP AUDITORIUM | 450 | \$0.00 | \$0.00 | \$0.00 |
| 6/27/2026 | COMM.KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | RESOURCE CENTER(SS) | 450 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 6/2/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 6/24/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 6/30/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| JULY | | | | | | | | |
| MP | | | | | | | | |
| 7/2/2026 | BCACDST | 5:30pm - 8:30pm | MEETING | MP AUDITORIUM | 281.25 | \$0.00 | \$0.00 | \$0.00 |
| 7/11/2026 | VIELKA BUCHANAN | 8:00am - 3:00pm | BUSINESS LEARNING WORKSHOP | MP AUDITORIUM | 787.5 | \$0.00 | \$0.00 | \$0.00 |
| 7/18/2026 | COMM.KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | RESOURCE CENTER(SS) | 450 | \$0.00 | \$0.00 | \$0.00 |
| 7/20/2026 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 7/1/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 7/7/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 7/11/2026 | COMM. KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 1215 | \$0.00 | \$0.00 | \$0.00 |
| 7/28/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 7/29/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| AUGUST | | | | | | | | |
| MP | | | | | | | | |
| 8/1/2026 | COMM. KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | BACK TO SCHOOL EVENT | MP AUDITORIUM | 1012.5 | \$0.00 | \$0.00 | \$0.00 |
| 8/6/2026 | BCACDST | 4:30pm - 8:00pm | MEETING | MP AUDITORIUM | 393.75 | \$0.00 | \$0.00 | \$0.00 |
| 8/17/2026 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 8/22/2026 | COMM.KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | RESOURCE CENTER | 225 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 8/4/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 8/5/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 8/13/2026 | DAPHNE ROCKETT | 6:00pm - 8:30pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 8/25/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 8/26/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| SEPTEMBER | | | | | | | | |
| MP | | | | | | | | |
| 9/3/2026 | COMM SHARON THOMAS | 6:00pm - 8:00pm | CONVERSATIONS WITH COMMISSIONERS | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 9/5/2026 | COMM. SHARON THOMAS | 8:00am - 12:00pm | CLEAN UP | RESOURCE CENTER(SS) | 200 | \$0.00 | \$0.00 | \$0.00 |
| 9/19/2026 | COMM.KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | RESOURCE CENTER | 225 | \$0.00 | \$0.00 | \$0.00 |
| 9/21/2026 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 9/1/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 9/2/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 9/10/2026 | Resident City of Lauderdale Lakes | 6:00pm - 8:30pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 9/22/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 9/23/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |

| VT | | | | | | | | |
|--------------------------------|---------------------------------|------------------|---|---------------------|--------------|--------|--------|--------|
| 9/5/2026 | COMM.KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | GARAGE SALE | FOOTBALL MAIN FIELD | 135 | \$0.00 | \$0.00 | \$0.00 |
| OCTOBER | | | | | | | | |
| MP | | | | | | | | |
| 10/1/2026 | BCACDST | 4:30pm - 8:00pm | MEETING | MP AUDITORIUM | 393.75 | \$0.00 | \$0.00 | \$0.00 |
| 10/10/2026 | COMM.KARLENE MAXWELL WILLIAMS | 10:00am - 3:00pm | BREAST CANCER AWARENESS COMMUNITY HEALTH FAIR | MP AUDITORIUM | 562.5 | \$0.00 | \$0.00 | \$0.00 |
| 10/17/2026 | COMM.KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | IMMIGRATION & CITIZENSHIP DRIVE | MP AUDITORIUM | 1012.5 | \$0.00 | \$0.00 | \$0.00 |
| 10/19/2026 | BROWARD DEMOCRATIC BLACK CAUCUS | 6:00pm - 8:00pm | MONTHLY MEETING | MP AUDITORIUM | 225 | \$0.00 | \$0.00 | \$0.00 |
| 10/24/2026 | COMM.KARLENE MAXWELL WILLIAMS | 7:00pm - 11:00pm | PINK OUT DINNER | MP AUDITORIUM | 450 | \$0.00 | \$0.00 | \$0.00 |
| ECC | | | | | | | | |
| 10/3/2026 | COMM.KARLENE MAXWELL WILLIAMS | 8:00am - 5:00pm | LITERACY DAY | ECC AUDITORIUM | 1215 | \$0.00 | \$0.00 | \$0.00 |
| 10/6/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 10/7/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 10/8/2026 | DAPHNE ROCKETT | 6:00pm - 8:30pm | EASTGATE HOMEOWNERS | ECC AUDITORIUM | 337.5 | \$0.00 | \$0.00 | \$0.00 |
| 10/27/2026 | DIANE REED | 5:00pm - 7:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| 10/28/2026 | DIANE REED | 2:00pm - 4:00pm | COMPUTER CLASS | ECC COMPUTER LAB | 300 | \$0.00 | \$0.00 | \$0.00 |
| Total loss in Revenue = | | | | | 44170 | | | |

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement:

Title

DISCUSSION REGARDING POTENTIAL BALLOT QUESTIONS FOR THE NOVEMBER 3, 2026 ELECTION

Summary

This is a discussion regarding potential ballot questions for the November 3, 2026, election.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

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

Meeting Date: 3/9/2026

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

| |
|-------|
| Title |
|-------|

DISCUSSION REGARDING COMPREHENSIVE LAND DEVELOPMENT REGULATION (LDR) REWRITE

| |
|---------|
| Summary |
|---------|

This is a discussion regarding the initiation of a comprehensive rewrite of the City's Land Development Regulation Code (LDR) and obtain policy direction from the City Commission regarding scope, priorities, and desired outcomes.

| |
|----------------------|
| Staff Recommendation |
|----------------------|

Background:

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

Recommendation:

Provide policy direction on the scope and priorities of the Land Development Regulation rewrite, and authorize staff to proceed with developing a detailed work program and timeline.

Funding Source:

Fiscal Impact:

Future budget considerations may be required for consultant services, public engagement activities, and implementation of the revised Regulation.

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM, Development Services Director

Meeting Date: 3/9/2026

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

DISCUSSION REGARDING CHAPTER 13 OF THE LAND DEVELOPMENT REGULATIONS RELATED TO COMMUNITY DEVELOPMENT FEES

Summary

This is a discussion regarding four areas of the community development fee schedule as it relates to Archiving Fees, Plan Review Fees, Landscaping permit fees and Contractor Registration Fees.

Staff Recommendation

Background:

Staff has reviewed the current Community Development Fee schedule and would like to do some house cleaning to remain consistent with the Florida State Statues, to provide for better service and assist our community in bringing the property up to code standards.

Staff Recommendation

Chapter 13 – Community Development Fees

Sec. 1301 (a). – Remove Annual Contractor registration fee.

Sec. 1301 (d). – Expand the Plan Review Range

Sec. 1301 (v). – Amend Archiving fee language to include all permitting documents.

Sec. 1309 (e). – Add Landscape permit.

Staff looks to the City Commission for direction.

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Tanya Davis-Hernandez, AICP, Director of Development Services

Meeting Date: 3/9/2026

ATTACHMENTS:

| Description | Type |
|--|------------|
| Staff Report - Chapter 13 Community Development Fees | Cover Memo |

CITY OF LAUDERDALE LAKES

Development Services Department

INTEROFFICE MEMORANDUM

**TO: Phil Alleyne
City Manager**

DATE: July 10, 2017

**FROM: Tanya Davis-Hernandez, AICP
Development Services Director**

**RE: Proposed Ordinance Amending
Chapter 13 by removing (a) and
adding of the Lauderdale Lakes Land
Development Code to Pertaining to the
Community Development Fees.**

July 10, 2017 City Commission Workshop Meeting Agenda

RECOMMENDATION

It is recommended that the City Commission review and comment on the proposed amendments to Chapters 13 of the Lauderdale Lakes Land Development Code of Ordinances pertaining to the City's Community Development Fee Schedule.

THE REQUEST

City Staff is requesting that the City Commission amend Chapters 13 of the Land Development Code to revise various provisions of the City's appearance related Codes. The request is being made to improve and strengthen the regulation and enforcement process.

BACKGROUND

Below is a summary listing of the changes being proposed to the City's Land Development Code of Ordinances.

Chapter 13 – Community Development Fees

Sec. 1301 (a). – Remove Annual Contractor registration fee

Sec. 1301 (d). – Expand the Plan Review Range

Sec. 1301 (v). – Amend Archiving fee language to include all permitting documents.

Sec. 1309 (e). – Add Landscape permit.

Current Fee Schedule

Sec. 1301. - Building fees.

(a) Annual contractor registration fee.....\$25.00

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

(1) Inspector.....125.00

(2) Plans examiner.....125.00

(c) Unsafe structures board fee.....350.00

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

| Estimated value | Plan Review | Second Review | Third Review | Fourth Review | Fifth Review |
|---------------------|-------------|---------------|--------------|---------------|--------------|
| 0—10,000 | \$100.00 | \$70.00 | \$60.00 | \$80.00 | \$80.00 |
| 10,001—25,000 | 125.00 | 80.00 | 70.00 | 90.00 | 90.00 |
| 25,001—50,000 | 160.00 | 90.00 | 80.00 | 100.00 | 100.00 |
| 50,001—100,000 | 220.00 | 120.00 | 90.00 | 125.00 | 125.00 |
| 100,001—200,000 | 275.00 | 150.00 | 105.00 | 160.00 | 160.00 |
| 200,001—300,000 | 425.00 | 185.00 | 150.00 | 210.00 | 210.00 |
| 300,001—600,000 | 515.00 | 290.00 | 210.00 | 285.00 | 285.00 |
| 600,001—1,000,000 | 675.00 | 440.00 | 355.00 | 415.00 | 415.00 |
| 1,000,001—5,000,000 | 1,645.00 | 1,020.00 | 760.00 | 700.00 | 700.00 |
| 5,000,001—Above | 2,680.00 | 1,610.00 | 1,100.00 | 1,390.00 | 1,390.00 |

.....

(v) Archiving fee. The following fees will be assessed prior to the issuance of a certificate of occupancy or certificate of completion to offset the cost of micro-filming completed building plans.

(1) Per sheet (letter- and legal-size documents).....\$0.25

(2) Per sheet (Large-format documents).....2.50

Revised Fee Schedule

Section 1301. Building fees.

~~(a) Annual contractor registration fee....~~

- Removal of the annual contractor registration fee from Chapter 13, Community Development Fees.

In accordance with adopted 553.80, F.S.; which become effective July 1, 2016 it prohibits local enforcement agency from charging additional fees related to the recording of a contractor’s license or workers’ compensation insurance;

- **Increase Plan Review Range**

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

| Estimated value | Plan Review | Second Review | Third Review | Fourth Review | Fifth Review |
|---|--------------------|------------------|------------------|------------------|------------------|
| 0—10,000 2,500 | \$25.00 | 25.00 | 25.00 | 25.00 | 25.00 |
| 10,001—25,000 2,501-5,000 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 |
| 25,001—50,000 5,001-7,500 | 75.00 | 50.00 | 50.00 | 50.00 | 50.00 |
| 10,001—100,000 7,501-10,000 | 100.00 | 70.00 | 60.00 | 80.00 | 80.00 |
| 10,001—25,000 | 125.00 | 80.00 | 70.00 | 90.00 | 90.00 |
| 25,001—50,000 | 160.00 | 90.00 | 80.00 | 100.00 | 100.00 |
| 50,001—100,000 | 220.00 | 120.00 | 90.00 | 125.00 | 125.00 |
| 100,001—200,000 | 275.00 | 150.00 | 105.00 | 160.00 | 160.00 |
| 200,001—300,000 | 425.00 | 185.00 | 150.00 | 210.00 | 210.00 |
| 300,001—600,000 | 515.00 | 290.00 | 210.00 | 285.00 | 285.00 |
| 600,001—1,000,000 | 675.00 | 440.00 | 355.00 | 415.00 | 415.00 |
| 1,000,001—5,000,000 | 1,645.00 | 1,020.00 | 760.00 | 700.00 | 700.00 |
| 5,000,001—Above | 2,680.00 | 1,610.00 | 1,100.00 | 1,390.00 | |

By adding the new ranges it will encourage our home owners to improve property and spur that change in image that the City is looking to achieve, our Code department is diligently working to the community; however if our homeowners see our fees as a hindrance to improving their property and improvements aren’t made. Instead we are requesting the plan review range take into consideration the

small projects such as a water heaters, fencing and driveways that cost more in permit fees than the cost of the project itself. Attached are two examples of fence permits, the homeowner permit paid \$317.15 in permit fees on a \$700.00 project, while the commercial owner paid \$1095.85 on a \$16, 500.00 project.

(v) Archiving fee. The following fees will be assessed prior to the issuance of a certificate of occupancy or certificate of completion to offset the cost of micro-filming completed building plan permits to offset the cost of scanning and storing documents.

(1) Per sheet (letter- and legal-size documents).....\$0.25

(2) Per sheet (Large-format documents).....2.50

Section 1309. Construction permit fees.

- **(e) Minimum Landscape permit fee.....\$105.00**

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

(2) Work valued over \$1,000,000.00 up to and including \$2,000,000.00 shall be charged at the rate of \$20,905.00 plus 1.6 percent of the value of the work.

(3) Work valued over \$2,000,000.00 shall be charged at the rate of \$36,905.00, plus 1.3 percent of the value of the work.

By adding this fee to the code the City will be able to issue and collect on landscape permits. Currently the City Code provides for a \$300.00 plan review but no permit fees.

Staff is presenting these recommendations to the City Commission in line with the City Commission's expressed vision of spurring redevelopment and encouraging our residents to improve their homes and community in general. It our belief that given the buildout of the City in the near future, the Building Department and the City as a whole would benefit from a volume of permitting work to compensate for the lack of big development, this will be easier to accomplish when the permitting fees are commensurable to the work be done.

Staff looks to the City Commission for direction and guidance on this discussion.

Application Entry - Munis [City of Lauderdale Lakes - Live 11.1]

HOME

Accept Cancel Search Query Builder Add Update Duplicate Print Preview Schedule Attach Notify Alerts Quick Find More... Return

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Application Entry - Munis [City of Lauderdale Lakes - Live 11.1]

Application: [A] Owner: []

Status: ACTIVE Contractor: []

Department: 0902 - COMMUNITY DEVELOPMENT PERMITS Business: []

Project/Activity: FE FENCE RESIDENTIAL Active Status code: RTI - READY TO ISSUE

Description 1: ENTRY GATE WEST Status memo: []

Description 2: []

Applicant: BLDG - BUILDING CONTRACTOR Assigned to: []

Estimated cost: 16,500 Fees effective: 02/19/2016 Permit: MULTIPLE

| Property/Use | Legal Desc | Dates/Misc | Project Tracking | Permits |
|--------------|------------|------------|------------------|---|
| Type | Status | Issued | Number | Restrtn Contractor Fee Total Unpaid Amt Pending Payment |
| FIRE RE-EX | FEE | | | 160.00 .00 |
| FIRE - MIS | FEE | | | 160.00 .00 |
| MISC. PLAN | FEE | | | 160.00 .00 |
| BLDG RES | ISSUED | 02/24/2016 | 237 | 426.12 .00 |
| ELECT RES | ISSUED | 07/28/2016 | 1001 | 184.73 .00 |

Total fees: 1,090.85 Total unpaid: .00

Fee Breakdown Add Permit Refund

Prerequisites Hazard/Resir Names Contractors Bonds Sub-Addrs Text Plan Reviews

Buffering Parking Septic Well Locations Find Related Find by Parcel

Browse History Inspections Violations Dept/Board Reviews Open Items Warnings Special Conditions

Application Entry - Munis [City of Lauderdale Lakes - Live 11.1]

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Application

Status: **C - COMPLETE** Owner: []

Department: **0902 - COMMUNITY DEVELOPMENT PERMITS** Contractor: []

Project/Activity: **FE - FENCE RESIDENTIAL** Active Business: []

Description 1: **CHAIN LINK FENCE** Status code: **C - CLOSED**

Description 2: [] Status memo: **READY TO ISSUE FORMS, \$183.24 ISSUED 3/25/16**

Applicant: **AGT - OWNER/AGENT** Assigned to: []

Estimated cost: **700** Fees effective: **03/14/2016** Permit: **381**

Property/Use | Legal Desc | Dates/Misc | Project Tracking | Permits

| Type | Status | Issued | Number | Restrtn | Contractor | Fee Total | Unpaid Amt | Pending Payment |
|------------|-----------|------------|--------|---------|------------|-----------|------------|-----------------|
| ZONING INS | FEE | | | | | 46.17 | .00 | |
| ZONING REV | FEE | | | | | 46.17 | .00 | |
| B PLAN RVW | FEE | | | | | 107.74 | .00 | |
| BLDG RES | COMPLETED | 03/25/2016 | 381 | | | 117.07 | .00 | |

Total fees: **317.15** Total unpaid: **.00**

Fee Breakdown Add Permit Refund

Prerequisites Hazard/Restr Names Contractors Bonds Sub-Adrs Text Plan Reviews

Buffering Parking Septic Well Locations Find Related Find by Parcel

Browse History Inspections Violations DeptBoard Reviews Open Items Warnings Special Conditions

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING THE STATUS ON THE HIRING OF THE NEW CITY MANAGER
(SPONSORED BY MAYOR EDWARDS PHILLIPS)

Summary

This is a continued discussion regarding the status on the hiring of the new city manager.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

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

Meeting Date: 3/9/2026

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

| Title |
|-------|
|-------|

| |
|--|
| DISCUSSION REGARDING CITY OF WESTON RESOLUTION NO. 2026-12 OPPOSING SENATE BILL 1366 AND ANY OTHER LEGISLATION THAT WOULD INCREASE THE STATUTORY LIMITS ON LIABILITY FOR TORT CLAIMS AGAINST LOCAL GOVERNMENTS (SPONSORED BY MAYOR EDWARDS PHILLIPS) |
|--|

| Summary |
|---------|
|---------|

| |
|---|
| This is a discussion regarding the City of Weston Resolution No. 2026-12 opposing Senate Bill 1366 and any other legislation that would increase the statutory limits on liability for tort claims against local governments. |
|---|

| Staff Recommendation |
|----------------------|
|----------------------|

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Mayor Veronica Edwards Phillips, Office of the Mayor and City Commission

Meeting Date: 3/9/2026

ATTACHMENTS:

| Description | Type |
|-------------------------|-----------------|
| ☐ Resolution No.2026-12 | Backup Material |
| ☐ Senate Bill 1366 | Backup Material |

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2026-12**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, OPPOSING SENATE BILL 1366 AND ANY OTHER LEGISLATION THAT WOULD INCREASE THE STATUTORY LIMITS ON LIABILITY FOR TORT CLAIMS AGAINST LOCAL GOVERNMENTS.

WHEREAS, First, on January 7, 2026, Senator Brodeur filed Senate Bill 1366, which would increase the statutory maximum amount that a local government is liable to pay for a claim or judgment from \$200,000 per person to \$300,000 and \$300,000 per incident to \$450,000 and providing for annual increases for those amounts for inflation, beginning July 1, 2031; and

WHEREAS, Second, if Senate Bill 1366, or any other bills that would increase the statutory liability caps, passed, local governments would need to budget more money to pay higher insurance premiums or, for those that are whole or in part self-insured, to pay for the expected increased number of lawsuits and higher settlements and/or judgments; and

WHEREAS, Third, the City's insurance consultant estimates that Senate Bill 1366 would result in an annual increase in premiums for the City in the amount of \$30,000, beginning in the first year; and

WHEREAS, Fourth, the City Commission opposes Senate Bill 1366 and any other legislation that would increase the statutory limits on liability for tort claims against local governments; and

WHEREAS, Fifth, the City Commission believes it is in the best interest of the City to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The City Commission opposes Senate Bill 1366, and any other legislation that would increase the statutory limits on liability for tort claims against local governments.

Section 3: The City Clerk is directed to distribute this Resolution to the Florida Governor, the President of the Florida Senate, the Speaker of the Florida House of Representatives, the Broward County Legislative Delegation, the Florida League of Cities, the Florida Association of Counties, the Florida City County Management Association, the Board of County Commissioners for Broward County, the Broward County League of Cities, and each of the municipalities in Broward County.

Section 4: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

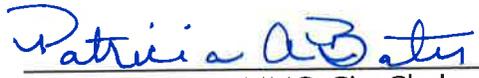
Section 5: This Resolution shall take effect upon its adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, OPPOSING SENATE BILL 1366 AND ANY OTHER LEGISLATION THAT WOULD INCREASE THE STATUTORY LIMITS ON LIABILITY FOR TORT CLAIMS AGAINST LOCAL GOVERNMENTS.

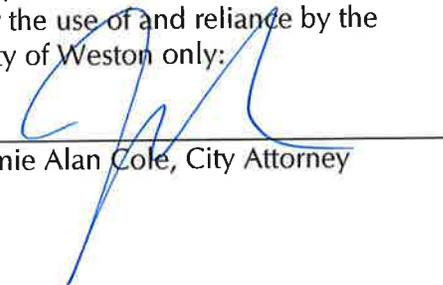
ADOPTED by the City Commission of the City of Weston, Florida, this 17th day of February 2026.


Margaret Brown, Mayor

ATTEST:


Patricia A. Bates, MMC, City Clerk

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


Jamie Alan Cole, City Attorney

Roll Call:

| | |
|----------------------------|------------|
| Commissioner Andrade | <u>Yes</u> |
| Vice Mayor Mead | <u>Yes</u> |
| Commissioner Molina-Macfie | <u>Yes</u> |
| Commissioner Jaffe | <u>Yes</u> |
| Mayor Brown | <u>Yes</u> |

By Senator Brodeur

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1 A bill to be entitled
2 An act relating to claims against the government;
3 amending s. 768.28, F.S.; increasing the statutory
4 limits on the liability of the state and its agencies
5 and subdivisions for tort claims; specifying that the
6 limitations in effect on the date the claim accrues
7 apply to that claim; requiring the Department of
8 Financial Services, beginning on a specified date and
9 every 5 years thereafter, to adjust the limitations of
10 liability for claims; prohibiting such adjustment from
11 exceeding a specified percentage for each adjustment;
12 revising the period within which certain claims must
13 be presented to certain entities; revising exceptions
14 relating to instituting actions on tort claims against
15 the state or one of its agencies or subdivisions;
16 revising the period after which the failure of certain
17 entities to make final disposition of a claim shall be
18 deemed a final denial of the claim for certain
19 purposes; limiting attorney fees based on the amount
20 of funds recovered; authorizing the Legislature to
21 limit attorney fee awards in a claim bill or reserve
22 any portion of the proceeds of a claim bill to the
23 claimant; revising the statute of limitations for tort
24 claims against the state or one of its agencies or
25 subdivisions and exceptions thereto; deleting obsolete
26 language; making technical changes; providing
27 applicability; amending ss. 29.0081, 39.8297, 343.811,
28 and 944.713, F.S.; conforming cross references;
29 conforming provisions to changes made by the act;

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30 reenacting ss. 45.061(5), 95.11(6) (f), 110.504(4),
 31 111.071(1) (a), 125.01015(2) (b), 163.01(3) (h) and
 32 (15) (k), 190.043, 213.015(13), 252.51, 252.89,
 33 252.944, 260.0125(2), 284.31, 284.38, 322.13(1) (b),
 34 337.19(1), 341.302(17), 343.811(3), 351.03(4) (c),
 35 373.1395(6), 375.251(3) (a), 381.0056(9), 393.075(3),
 36 394.9085(7), 395.1055(10) (g), 403.706(17) (c),
 37 409.175(15) (b), 409.993(1), (2) (a), and (3) (a),
 38 420.504(8), 455.221(3), 455.32(5), 456.009(3),
 39 456.076(15) (a), 471.038(3), 472.006(11) (b),
 40 497.167(7), 513.118(2), 548.046(1), 556.106(8),
 41 589.19(4) (e), 627.7491(3) and (4), 723.0611(2) (c),
 42 760.11(5), 766.1115(4), 766.112(2), 768.1355(3),
 43 768.1382(7), 768.295(4), 946.5026, 946.514(3),
 44 961.06(8), 984.09(3), 1002.33(12) (h), 1002.333(6) (b),
 45 1002.34(17), 1002.37(2), 1002.55(3) (1), 1002.83(10),
 46 1002.88(1) (p), 1006.24(1), and 1006.261(2) (b), F.S.,
 47 relating to offers of settlement; limitations other
 48 than for the recovery of real property; volunteer
 49 benefits; payment of judgments or settlements against
 50 certain public officers or employees; office of the
 51 sheriff; the Florida Interlocal Cooperation Act of
 52 1969; suits against community development districts;
 53 taxpayer rights; liability; tort liability; tort
 54 liability; limitation on liability of private
 55 landowners whose property is designated as part of the
 56 statewide system of greenways and trails; scope and
 57 types of coverages; effect of waiver of sovereign
 58 immunity; driver license examiners; suits by and

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59 against the Department of Transportation; rail
60 program; power to assume indemnification and insurance
61 obligations; railroad-highway grade-crossing warning
62 signs and signals; limitation on liability of a water
63 management district with respect to areas made
64 available to the public for recreational purposes
65 without charge; limitation on liability of persons
66 making available to the public certain areas for
67 recreational purposes without charge; school health
68 services program; general liability coverage;
69 behavioral provider liability; rules and enforcement;
70 local government solid waste responsibilities;
71 licensure of family foster homes, residential child-
72 caring agencies, and child-placing agencies; lead
73 agencies and subcontractor liability; the Florida
74 Housing Finance Corporation; legal and investigative
75 services; the Management Privatization Act; legal and
76 investigative services; impaired practitioner
77 programs; the Florida Engineers Management
78 Corporation; the Department of Agriculture and
79 Consumer Services; administrative matters; conduct on
80 premises and refusal of service; physician's
81 attendance at match; liability of the member operator,
82 excavator, and system; creation of certain state
83 forests, naming of certain state forests, and the
84 Operation Outdoor Freedom Program; official law
85 enforcement vehicles and motor vehicle insurance
86 requirements; the Florida Mobile Home Relocation
87 Corporation; administrative and civil remedies and

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88 construction; health care providers and creation of
89 agency relationship with governmental contractors;
90 comparative fault; the Florida Volunteer Protection
91 Act; streetlights, security lights, and other similar
92 illumination and limitation on liability; Strategic
93 Lawsuits Against Public Participation (SLAPP)
94 prohibited; sovereign immunity in tort actions;
95 liability of corporation for inmate injuries;
96 compensation for wrongful incarceration; punishment
97 for contempt of court and alternative sanctions;
98 charter schools; persistently low-performing schools;
99 charter technical career centers; the Florida Virtual
100 School; school-year prekindergarten program delivered
101 by private prekindergarten providers; early learning
102 coalitions; school readiness program provider
103 standards and eligibility to deliver the school
104 readiness program; tort liability and liability
105 insurance; and use of school buses for public
106 purposes, respectively, to incorporate changes made to
107 s. 768.28, F.S., in references thereto; providing an
108 effective date.

109
110 Be It Enacted by the Legislature of the State of Florida:

111
112 Section 1. Section 768.28, Florida Statutes, is amended to
113 read:

114 768.28 Waiver of sovereign immunity in tort actions;
115 recovery limits; civil liability for damages caused during a
116 riot; limitation on attorney fees; statute of limitations;

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117 exclusions; indemnification; risk management programs.—

118 (1) In accordance with s. 13, Art. X of the State
119 Constitution, the state, for itself and for its agencies or
120 subdivisions, hereby waives sovereign immunity for liability for
121 torts, but only to the extent specified in this section ~~act~~.
122 Actions at law against the state or any of its agencies or
123 subdivisions to recover damages in tort for money damages
124 against the state or its agencies or subdivisions for injury or
125 loss of property, personal injury, or death caused by the
126 negligent or wrongful act or omission of any employee of the
127 agency or subdivision while acting within the scope of the
128 employee's office or employment under circumstances in which the
129 state or such agency or subdivision, if a private person, would
130 be liable to the claimant, in accordance with the general laws
131 of this state, may be prosecuted subject to the limitations
132 specified in this section ~~act~~. Any authorized ~~such~~ action may be
133 brought in the county where the property in litigation is
134 located or, if the affected agency or subdivision has an office
135 in the ~~such~~ county for the transaction of its customary
136 business, where the cause of action accrued. However, an ~~any~~
137 ~~such~~ action against a state university board of trustees must
138 ~~shall~~ be brought in the county in which that university's main
139 campus is located or in the county in which the cause of action
140 accrued if the university maintains ~~therein~~ a substantial
141 presence for the transaction of its customary business in that
142 county.

143 (2) As used in this act, "state agencies or subdivisions"
144 include the executive departments, the Legislature, the judicial
145 branch (including public defenders), and the independent

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146 establishments of the state, including state university boards
147 of trustees; counties and municipalities; and corporations
148 primarily acting as instrumentalities or agencies of the state,
149 counties, or municipalities, including the Florida Space
150 Authority.

151 (3) Except for a municipality and the Florida Space
152 Authority, the affected agency or subdivision may, at its
153 discretion, request the assistance of the Department of
154 Financial Services in the consideration, adjustment, and
155 settlement of any claim under this section ~~act~~.

156 (4) Subject to the provisions of this section, any state
157 agency or subdivision may ~~shall have the right to~~ appeal any
158 award, compromise, settlement, or determination to the court of
159 appropriate jurisdiction.

160 (5) (a) The state and its agencies and subdivisions are
161 ~~shall be~~ liable for tort claims in the same manner and to the
162 same extent as a private individual under like circumstances,
163 but liability may ~~shall~~ not include punitive damages or interest
164 for the period before judgment. ~~Neither~~ The state and ~~nor~~ its
165 agencies or subdivisions are not ~~shall be~~ liable to pay a claim
166 or a judgment by any one person which exceeds the sum of
167 \$300,000 ~~\$200,000~~ or any claim or judgment, or portions of a
168 claim or judgment ~~thereof~~, which, when totaled with all other
169 claims or judgments paid by the state or its agencies or
170 subdivisions arising out of the same incident or occurrence,
171 exceeds the sum of \$450,000 ~~\$300,000~~. However, a judgment or
172 judgments may be claimed and rendered in excess of these amounts
173 and may be settled and paid pursuant to this section ~~act~~ up to
174 \$300,000 ~~\$200,000~~ or \$450,000. Any ~~\$300,000, as the case may be,~~

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175 ~~and that~~ portion of the judgment that exceeds these amounts may
176 be reported to the Legislature, but may be paid in part or in
177 whole only by further act of the Legislature.

178 (b) Notwithstanding the limited waiver of sovereign
179 immunity in paragraph (a) provided herein, the state or an
180 agency or subdivision of the state ~~thereof~~ may agree, within the
181 limits of insurance coverage provided, to settle a claim made or
182 a judgment rendered against it without further action by the
183 Legislature, but the state or agency or subdivision of the state
184 may ~~thereof shall~~ not be deemed to have waived any defense of
185 sovereign immunity or to have increased the limits of its
186 liability as a result of its obtaining insurance coverage for
187 tortious acts in excess of the \$300,000 ~~\$200,000~~ or \$450,000
188 \$300,000 waiver in paragraph (a) provided above.

189 (c) The limitations of liability ~~set forth~~ in this
190 subsection ~~shall~~ apply to the state and its agencies and
191 subdivisions whether or not the state or its agencies or
192 subdivisions possessed sovereign immunity before July 1, 1974.

193 (d) ~~(b)~~ A municipality has a duty to allow the municipal law
194 enforcement agency to respond appropriately to protect persons
195 and property during a riot or an unlawful assembly based on the
196 availability of adequate equipment to its municipal law
197 enforcement officers and relevant state and federal laws. If the
198 governing body of a municipality or a person authorized by the
199 governing body of the municipality breaches that duty, the
200 municipality is civilly liable for any damages, including
201 damages arising from personal injury, wrongful death, or
202 property damages proximately caused by the municipality's breach
203 of duty. The sovereign immunity recovery limits in paragraph (a)

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204 do not apply to an action under this paragraph.

205 (e) When determining liability limits for a claim, the
206 limitations of liability in effect on the date the claim accrues
207 apply to the claim.

208 (f) Beginning July 1, 2031, and on July 1 every 5 years
209 thereafter, the Department of Financial Services shall adjust
210 the limitations of liability in this subsection to reflect
211 changes in the Consumer Price Index for the South region or a
212 successor index as calculated by the United States Department of
213 Labor, not to exceed 3 percent for any such adjustment.

214 (6) (a) An action may not be instituted on a claim against
215 the state or one of its agencies or subdivisions unless the
216 claimant presents the claim in writing to the appropriate
217 agency, and also, except as to any claim against a municipality,
218 county, or the Florida Space Authority, presents the such claim
219 in writing to the Department of Financial Services, within 18
220 months ~~3 years~~ after the such claim accrues and the Department
221 of Financial Services or the appropriate agency denies the claim
222 in writing; except that, if:

223 1. The Such claim is for contribution pursuant to s.
224 768.31, it must be ~~se~~ presented within 6 months after the
225 judgment against the tortfeasor seeking contribution has become
226 final by lapse of time for appeal or after appellate review or,
227 if there is no final such judgment, within 6 months after the
228 tortfeasor seeking contribution has either discharged the common
229 liability by payment or agreed, while the action is pending
230 against her or him, to discharge the common liability; or

231 2. The Such action arises from a violation of s. 794.011
232 involving a victim who was younger than 16 years of age at the

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233 time of the act, the claimant may present the claim in writing
234 at any time. This subparagraph applies to any action other than
235 an action that would have been time barred on or before October
236 1, 2026 ~~is for wrongful death, the claimant must present the~~
237 ~~claim in writing to the Department of Financial Services within~~
238 ~~2 years after the claim accrues.~~

239 (b) For purposes of this section, the requirements of
240 notice to the agency and denial of the claim pursuant to
241 paragraph (a) are conditions precedent to maintaining an action
242 but may ~~shall~~ not be deemed to be elements of the cause of
243 action and do ~~shall~~ not affect the date on which the cause of
244 action accrues.

245 (c) The claimant shall also provide to the agency the
246 claimant's date and place of birth and social security number if
247 the claimant is an individual, or a federal identification
248 number if the claimant is not an individual. The claimant shall
249 also state the case style, tribunal, the nature and amount of
250 all adjudicated penalties, fines, fees, victim restitution fund,
251 and other judgments in excess of \$200, whether imposed by a
252 civil, criminal, or administrative tribunal, owed by the
253 claimant to the state, its agency, officer or subdivision. If
254 there exists no prior adjudicated unpaid claim in excess of
255 \$200, the claimant shall so state.

256 (d) For purposes of this section, complete, accurate, and
257 timely compliance with the requirements of paragraph (c) must
258 ~~shall~~ occur before ~~prior to~~ settlement payment, close of
259 discovery, or commencement of trial, whichever is earlier
260 ~~sooner~~; provided the ability to plead setoff is not precluded by
261 the delay. This setoff applies ~~shall apply~~ only against that

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262 part of the settlement or judgment payable to the claimant,
263 minus claimant's reasonable attorney ~~attorney's~~ fees and costs.
264 Incomplete or inaccurate disclosure of unpaid adjudicated claims
265 due the state or its agency, officer, or subdivision, may be
266 excused by the court upon a showing by the preponderance of the
267 evidence of the claimant's lack of knowledge of an adjudicated
268 claim and reasonable inquiry by, or on behalf of, the claimant
269 to obtain the information from public records. Unless the
270 appropriate agency had actual notice of the information required
271 to be disclosed by paragraph (c) in time to assert a setoff, an
272 unexcused failure to disclose shall, upon hearing and order of
273 court, cause the claimant to be liable for double the original
274 undisclosed judgment and, upon further motion, the court shall
275 enter judgment for the agency in that amount. Except as provided
276 otherwise in this subsection, the failure of the Department of
277 Financial Services or the appropriate agency to make final
278 disposition of a claim within 4 months ~~6 months~~ after it is
279 filed shall be deemed a final denial of the claim for purposes
280 of this section. For purposes of this subsection, in medical
281 malpractice actions and in wrongful death actions, the failure
282 of the Department of Financial Services or the appropriate
283 agency to make final disposition of a claim within 90 days after
284 it is filed shall be deemed a final denial of the claim. The
285 statute of limitations ~~for medical malpractice actions and~~
286 ~~wrongful death actions~~ is tolled as to all prospective
287 defendants for the period of time taken by the Department of
288 Financial Services or the appropriate agency to deny the claim.
289 ~~The provisions of~~ This subsection does ~~do~~ not apply to ~~such~~
290 claims that ~~as~~ may be asserted by counterclaim pursuant to s.

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291 768.14.

292 (7) In actions brought pursuant to this section, process
293 must ~~shall~~ be served upon the head of the agency concerned and
294 also, except as to a defendant municipality, county, or the
295 Florida Space Authority, upon the Department of Financial
296 Services. ~~and~~ The department or the agency served has ~~concerned~~
297 ~~shall have~~ 30 days within which to file responsive pleadings
298 ~~plead thereto.~~

299 (8) An ~~No~~ attorney may not charge, demand, receive, or
300 collect, for services rendered, fees in excess of 25 percent of
301 any funds recovered as a result of judgment or settlement. In
302 the enactment of a claim bill, as to payments made to the
303 claimant in excess of the limits in paragraph (5) (a), the
304 Legislature has the sole discretion to award an attorney fee
305 applicable to the excess which is less than 25 percent,
306 notwithstanding any agreement. The Legislature may also limit
307 payments for costs or otherwise reserve a portion of the
308 proceeds to the claimant. This subsection is deemed to be a part
309 of any fee agreement.

310 (9) (a) An officer, employee, or agent of the state or of
311 any of its subdivisions may not be held personally liable in
312 tort or named as a party defendant in any action for any injury
313 or damage suffered as a result of any act, event, or omission of
314 action in the scope of her or his employment or function, unless
315 the ~~such~~ officer, employee, or agent acted in bad faith or with
316 malicious purpose or in a manner exhibiting wanton and willful
317 disregard of human rights, safety, or property. However, the
318 ~~such~~ officer, employee, or agent shall be considered an adverse
319 witness in a tort action for any injury or damage suffered as a

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320 result of any act, event, or omission of action in the scope of
321 her or his employment or function. The exclusive remedy for
322 injury or damage suffered as a result of an act, event, or
323 omission of an officer, employee, or agent of the state or any
324 of its subdivisions or constitutional officers is by action
325 against the governmental entity, or the head of such entity in
326 her or his official capacity, or the constitutional officer of
327 which the officer, employee, or agent is an employee, unless the
328 ~~such~~ act or omission was committed in bad faith or with
329 malicious purpose or in a manner exhibiting wanton and willful
330 disregard of human rights, safety, or property. The state or its
331 subdivisions are not liable in tort for the acts or omissions of
332 an officer, employee, or agent committed while acting outside
333 the course and scope of her or his employment or committed in
334 bad faith or with malicious purpose or in a manner exhibiting
335 wanton and willful disregard of human rights, safety, or
336 property.

337 (b) As used in this subsection, the term:

338 1. "Employee" includes any volunteer firefighter.

339 2. "Officer, employee, or agent" includes, but is not
340 limited to, any health care provider when providing services
341 pursuant to s. 766.1115; any nonprofit independent college or
342 university located and chartered in this state which owns or
343 operates an accredited medical school, and its employees or
344 agents, when providing patient services pursuant to paragraph
345 (10)(f); any public defender or her or his employee or agent,
346 including an assistant public defender or an investigator; and
347 any member of a Child Protection Team, as defined in s. 39.01,
348 or any member of a threat management team, as described in s.

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349 1006.07(7), when carrying out her or his duties as a team member
350 under the control, direction, and supervision of the state or
351 any of its agencies or subdivisions.

352 (c) For purposes of the waiver of sovereign immunity only,
353 a member of the Florida National Guard is not acting within the
354 scope of state employment when performing duty under the
355 provisions of Title 10 or Title 32 of the United States Code or
356 other applicable federal law; and ~~neither~~ the state or ~~nor~~ any
357 individual may not be named in any action under this chapter
358 arising from the performance of such federal duty.

359 (d) The employing agency of a law enforcement officer as
360 defined in s. 943.10 is not liable for injury, death, or
361 property damage effected or caused by a person fleeing from a
362 law enforcement officer in a motor vehicle if:

363 1. The pursuit is conducted in a manner that does not
364 involve conduct by the officer which is so reckless or wanting
365 in care as to constitute disregard of human life, human rights,
366 safety, or the property of another;

367 2. At the time the law enforcement officer initiates the
368 pursuit, the officer reasonably believes that the person fleeing
369 has committed a forcible felony as defined in s. 776.08; and

370 3. The pursuit is conducted by the officer pursuant to a
371 written policy governing high-speed pursuit adopted by the
372 employing agency. The policy must contain specific procedures
373 concerning the proper method to initiate and terminate high-
374 speed pursuit. The law enforcement officer must have received
375 instructional training from the employing agency on the written
376 policy governing high-speed pursuit.

377 (10) (a) Health care providers or vendors, or any of their

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378 employees or agents, that have contractually agreed to act as
379 agents of the Department of Corrections to provide health care
380 services to inmates of the state correctional system shall be
381 considered agents of the State of Florida, Department of
382 Corrections, for the purposes of this section, while acting
383 within the scope of and pursuant to guidelines established in
384 their contracts ~~said contract~~ or by rule. The contracts must
385 ~~shall~~ provide for the indemnification of the state by the agent
386 for any liabilities incurred up to the limits set out in this
387 chapter.

388 (b) This subsection may ~~shall~~ not be construed as
389 designating persons providing contracted health care services to
390 inmates as employees or agents of the state for the purposes of
391 chapter 440.

392 (c) For purposes of this section, regional poison control
393 centers created in accordance with s. 395.1027 and coordinated
394 and supervised under the Division of Children's Medical Services
395 Prevention and Intervention of the Department of Health, or any
396 of their employees or agents, shall be considered agents of the
397 State of Florida, Department of Health. Any contracts with
398 poison control centers must provide, to the extent permitted by
399 law, for the indemnification of the state by the agency for any
400 liabilities incurred up to the limits set out in this chapter.

401 (d) For the purposes of this section, operators,
402 dispatchers, and providers of security for rail services and
403 rail facility maintenance providers in the South Florida Rail
404 Corridor, or any of their employees or agents, performing ~~such~~
405 services under contract with and on behalf of the South Florida
406 Regional Transportation Authority or the Department of

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407 Transportation shall be considered agents of the state while
408 acting within the scope of and pursuant to guidelines
409 established in their contracts ~~said contract~~ or by rule.

410 (e) For purposes of this section, a professional firm that
411 provides monitoring and inspection services of the work required
412 for state roadway, bridge, or other transportation facility
413 construction projects, or any employee of a firm performing
414 those ~~such~~ services, is considered an agent of the Department of
415 Transportation while acting within the scope of the firm's
416 contract with the Department of Transportation to ensure that
417 the project is constructed in conformity with the project's
418 plans, specifications, and contract provisions. This paragraph
419 applies to a professional firm that is in direct contract with
420 the Department of Transportation, as well as any professional
421 firm providing monitoring and inspection services as a
422 consultant to the professional firm that is in direct contract
423 with the Department of Transportation. Any contract with a
424 professional firm must, to the extent permitted by law, provide
425 for the indemnification of the Department of Transportation for
426 any liability, including reasonable attorney fees, incurred up
427 to the limits set out in this chapter to the extent caused by
428 the negligence of the firm or its employees. This paragraph may
429 not be construed as designating persons who provide monitoring
430 and inspection services as employees or agents of the state for
431 purposes of chapter 440. This paragraph is not applicable to the
432 professional firm or its employees if involved in an accident
433 while operating a motor vehicle. This paragraph is not
434 applicable to a firm engaged by the Department of Transportation
435 for the design or construction of a state roadway, bridge, or

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436 other transportation facility construction project or to its
437 employees, agents, or subcontractors.

438 (f) For purposes of this section, any nonprofit independent
439 college or university located and chartered in this state which
440 owns or operates an accredited medical school, or any of its
441 employees or agents, and which has agreed in an affiliation
442 agreement or other contract to provide, or permit its employees
443 or agents to provide, patient services as agents of a teaching
444 hospital, is considered an agent of the teaching hospital while
445 acting within the scope of and pursuant to guidelines
446 established in the affiliation agreement or other contract. To
447 the extent allowed by law, the contract must provide for the
448 indemnification of the teaching hospital, up to the limits set
449 out in this chapter, by the agent for any liability incurred
450 which was caused by the negligence of the college or university
451 or its employees or agents. The contract must also provide that
452 those limited portions of the college, university, or medical
453 school which are directly providing services pursuant to the
454 contract and which are considered an agent of the teaching
455 hospital for purposes of this section are deemed to be acting on
456 behalf of a public agency as defined in s. 119.011(2).

457 1. For purposes of this paragraph, the term:

458 a. "Employee or agent" means an officer, employee, agent,
459 or servant of a nonprofit independent college or university
460 located and chartered in this state which owns or operates an
461 accredited medical school, including, but not limited to, the
462 faculty of the medical school, any health care practitioner or
463 licensee as defined in s. 456.001 for which the college or
464 university is vicariously liable, and the staff or

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465 administrators of the medical school.

466 b. "Patient services" means:

467 (I) Comprehensive health care services as defined in s.
468 641.19, including any related administrative service, provided
469 to patients in a teaching hospital;

470 (II) Training and supervision of interns, residents, and
471 fellows providing patient services in a teaching hospital; or

472 (III) Training and supervision of medical students in a
473 teaching hospital.

474 c. "Teaching hospital" means a teaching hospital as defined
475 in s. 408.07 which is owned or operated by the state, a county
476 or municipality, a public health trust, a special taxing
477 district, a governmental entity having health care
478 responsibilities, or a not-for-profit entity that operates such
479 facility as an agent of the state, or a political subdivision of
480 the state, under a lease or other contract.

481 2. The teaching hospital or the medical school, or its
482 employees or agents, must provide notice to each patient, or the
483 patient's legal representative, that the college or university
484 that owns or operates the medical school and the employees or
485 agents of that college or university are acting as agents of the
486 teaching hospital and that the exclusive remedy for injury or
487 damage suffered as the result of any act or omission of the
488 teaching hospital, the college or university that owns or
489 operates the medical school, or the employees or agents of the
490 college or university, while acting within the scope of duties
491 pursuant to the affiliation agreement or other contract with a
492 teaching hospital, is by commencement of an action pursuant to
493 the provisions of this section. This notice requirement may be

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494 met by posting the notice in a place conspicuous to all persons.

495 3. This paragraph does not designate any employee providing
496 contracted patient services in a teaching hospital as an
497 employee or agent of the state for purposes of chapter 440.

498 (g) For the purposes of this section, the executive
499 director of the Board of Nursing, when serving as the state
500 administrator of the Nurse Licensure Compact pursuant to s.
501 464.0095, and any administrator, officer, executive director,
502 employee, or representative of the Interstate Commission of
503 Nurse Licensure Compact Administrators, when acting within the
504 scope of their employment, duties, or responsibilities in this
505 state, are considered agents of the state. The commission shall
506 pay any claims or judgments pursuant to this section and may
507 maintain insurance coverage to pay any such claims or judgments.

508 (h) For purposes of this section, the individual appointed
509 under s. 491.004(8) as the state's delegate on the Counseling
510 Compact Commission, when serving in that capacity pursuant to s.
511 491.017, and any administrator, officer, executive director,
512 employee, or representative of the commission, when acting
513 within the scope of his or her employment, duties, or
514 responsibilities in this state, is considered an agent of the
515 state. The commission shall pay any claims or judgments pursuant
516 to this section and may maintain insurance coverage to pay those
517 ~~any such~~ claims or judgments.

518 (i) For purposes of this section, the individual appointed
519 under s. 490.004(7) as the state's commissioner on the
520 Psychology Interjurisdictional Compact Commission, when serving
521 in that capacity pursuant to s. 490.0075, and any administrator,
522 officer, executive director, employee, or representative of the

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523 Psychology Interjurisdictional Compact Commission, when acting
524 within the scope of his or her employment, duties, or
525 responsibilities in this state, is considered an agent of the
526 state. The commission shall pay any claims or judgments pursuant
527 to this section and may maintain insurance coverage to pay those
528 ~~any such~~ claims or judgments.

529 (j) For purposes of this section, the representative
530 appointed from the Board of Medicine and the representative
531 appointed from the Board of Osteopathic Medicine, when serving
532 as commissioners of the Interstate Medical Licensure Compact
533 Commission pursuant to s. 456.4501, and any administrator,
534 officer, executive director, employee, or representative of the
535 Interstate Medical Licensure Compact Commission, when acting
536 within the scope of their employment, duties, or
537 responsibilities in this state, are considered agents of the
538 state. The commission shall pay any claims or judgments pursuant
539 to this section and may maintain insurance coverage to pay those
540 ~~any such~~ claims or judgments.

541 (k) For purposes of this section, the individuals appointed
542 under s. 468.1135(4) as the state's delegates on the Audiology
543 and Speech-Language Pathology Interstate Compact Commission,
544 when serving in that capacity pursuant to s. 468.1335, and any
545 administrator, officer, executive director, employee, or
546 representative of the commission, when acting within the scope
547 of his or her employment, duties, or responsibilities in this
548 state, is considered an agent of the state. The commission shall
549 pay any claims or judgments pursuant to this section and may
550 maintain insurance coverage to pay those ~~any such~~ claims or
551 judgments.

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552 (1) For purposes of this section, the individual appointed
553 under s. 486.023(5) as the state's delegate on the Physical
554 Therapy Compact Commission, when serving in that capacity
555 pursuant to s. 486.112, and any administrator, officer,
556 executive director, employee, or representative of the Physical
557 Therapy Compact Commission, when acting within the scope of his
558 or her employment, duties, or responsibilities in this state, is
559 considered an agent of the state. The commission shall pay any
560 claims or judgments pursuant to this section and may maintain
561 insurance coverage to pay those ~~any such~~ claims or judgments.

562 (11) (a) Providers or vendors, or any of their employees or
563 agents, that have contractually agreed to act on behalf of the
564 state as agents of the Department of Juvenile Justice to provide
565 services to children in need of services, families in need of
566 services, or juvenile offenders are, solely with respect to such
567 services, agents of the state for purposes of this section while
568 acting within the scope of and pursuant to guidelines
569 established in the contract or by rule. A contract must provide
570 for the indemnification of the state by the agent for any
571 liabilities incurred up to the limits set out in this chapter.

572 (b) This subsection does not designate a person who
573 provides contracted services to juvenile offenders as an
574 employee or agent of the state for purposes of chapter 440.

575 (12) (a) A health care practitioner, as defined in s.
576 456.001(4), who has contractually agreed to act as an agent of a
577 state university board of trustees to provide medical services
578 to a student athlete for participation in or as a result of
579 intercollegiate athletics, to include team practices, training,
580 and competitions, shall be considered an agent of the respective

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581 state university board of trustees, for the purposes of this
582 section, while acting within the scope of and pursuant to
583 guidelines established in that contract. The contracts must
584 ~~shall~~ provide for the indemnification of the state by the agent
585 for any liabilities incurred up to the limits set out in this
586 chapter.

587 (b) This subsection may ~~shall~~ not be construed as
588 designating persons providing contracted health care services to
589 athletes as employees or agents of a state university board of
590 trustees for the purposes of chapter 440.

591 (13) Laws allowing the state or its agencies or
592 subdivisions to buy insurance are still in force and effect and
593 are not restricted in any way by the terms of this section ~~act~~.

594 (14) A ~~Every~~ claim against the state or one of its agencies
595 or subdivisions for damages for a negligent or wrongful act or
596 omission pursuant to this section is ~~shall be forever~~ barred
597 unless the civil action is commenced by filing a complaint in
598 the court of appropriate jurisdiction:

599 (a) Within 2 years for an action founded on negligence.

600 (b) Within the limitations provided in s. 768.31(4) for an
601 action for contribution.

602 (c) Within the limitations provided in s. 95.11(5) for an
603 action for damages arising from medical malpractice or wrongful
604 death.

605 (d) At any time for an action arising from an act
606 constituting a violation of s. 794.011 involving a victim who
607 was under the age of 16 years at the time of the act. This
608 paragraph applies to any such action other than an action that
609 would have been time barred on or before October 1, 2026.

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610 (e) Within 4 years for any other action not specified in
611 this subsection 4 years after the such claim accrues; except
612 that an action for contribution must be commenced within the
613 limitations provided in s. 768.31(4), and an action for damages
614 arising from medical malpractice or wrongful death must be
615 commenced within the limitations for such actions in s.
616 95.11(5).

617 (15) An ~~No~~ action may not be brought against the state or
618 any of its agencies or subdivisions by anyone who unlawfully
619 participates in a riot, unlawful assembly, public demonstration,
620 mob violence, or civil disobedience if the claim arises out of
621 the such riot, unlawful assembly, public demonstration, mob
622 violence, or civil disobedience. ~~Nothing in This subsection does~~
623 not act shall abridge traditional immunities pertaining to
624 statements made in court.

625 (16) (a) The state and its agencies and subdivisions are
626 authorized to be self-insured, to enter into risk management
627 programs, or to purchase liability insurance for whatever
628 coverage they may choose, or to have any combination thereof, in
629 anticipation of any claim, judgment, and claims bill that which
630 they may be liable to pay pursuant to this section. Agencies or
631 subdivisions, and sheriffs, that are subject to homogeneous
632 risks may purchase insurance jointly or may join together as
633 self-insurers to provide other means of protection against tort
634 claims, any charter provisions or laws to the contrary
635 notwithstanding.

636 (b) Claims files maintained by any risk management program
637 administered by the state, its agencies, and its subdivisions
638 are confidential and exempt from the provisions of s. 119.07(1)

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639 and s. 24(a), Art. I of the State Constitution until termination
640 of all litigation and settlement of all claims arising out of
641 the same incident, although portions of the claims files may
642 remain exempt, as otherwise provided by law. Claims files
643 records may be released to other governmental agencies upon
644 written request and demonstration of need. Any, ~~such~~ records
645 held by the receiving agency remain confidential and exempt as
646 provided ~~for~~ in this paragraph.

647 (c) Portions of meetings and proceedings conducted pursuant
648 to any risk management program administered by the state, its
649 agencies, or its subdivisions, which relate solely to the
650 evaluation of claims filed with the risk management program or
651 which relate solely to offers of compromise of claims filed with
652 the risk management program are exempt from the provisions of s.
653 286.011 and s. 24(b), Art. I of the State Constitution. Until
654 termination of all litigation and settlement of all claims
655 arising out of the same incident, persons privy to discussions
656 pertinent to the evaluation of a filed claim are ~~shall~~ not ~~be~~
657 subject to subpoena in any administrative or civil proceeding
658 with regard to the content of those discussions.

659 (d) Minutes of the meetings and proceedings of any risk
660 management program administered by the state, its agencies, or
661 its subdivisions, which relate solely to the evaluation of
662 claims filed with the risk management program or which relate
663 solely to offers of compromise of claims filed with the risk
664 management program are exempt from ~~the provisions of~~ s.
665 119.07(1) and s. 24(a), Art. I of the State Constitution until
666 termination of all litigation and settlement of all claims
667 arising out of the same incident.

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668 (17) ~~This section, as amended by chapter 81-317, Laws of~~
669 ~~Florida, shall apply only to causes of actions which accrue on~~
670 ~~or after October 1, 1981.~~

671 ~~(18)~~ A ~~No~~ provision of this section, or of any other
672 section of the Florida Statutes, whether read separately or in
673 conjunction with any other provision, may not ~~shall~~ be construed
674 to waive the immunity of the state or any of its agencies from
675 suit in federal court, as that ~~such~~ immunity is guaranteed by
676 the Eleventh Amendment to the Constitution of the United States,
677 unless the ~~such~~ waiver is explicitly and definitely stated to be
678 a waiver of the immunity of the state and its agencies from suit
679 in federal court. This subsection may ~~shall~~ not be construed to
680 mean that the state has at any time previously waived, by
681 implication, its immunity, or that of any of its agencies, from
682 suit in federal court through any statute in existence before
683 ~~prior to~~ June 24, 1984.

684 ~~(18)~~ ~~(19)~~ ~~Neither~~ The state or an ~~nor any~~ agency or
685 subdivision of the state does not waive ~~waives~~ any defense of
686 sovereign immunity, or increase ~~increases~~ the limits of its
687 liability, upon entering into a contract ~~contractual~~
688 ~~relationship~~ with another agency or subdivision of the state.
689 The ~~Such a~~ contract may ~~must~~ not contain any provision that
690 requires one party to indemnify or insure the other party for
691 the other party's negligence or to assume any liability for the
692 other party's negligence. This does not preclude a party from
693 requiring a nongovernmental entity to provide ~~such~~
694 indemnification or insurance. The restrictions of this
695 subsection do not prohibit ~~prevent~~ a regional water supply
696 authority from indemnifying and assuming the liabilities of its

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697 member governments for obligations arising from past acts or
698 omissions at or with property acquired from a member government
699 by the authority and arising from the acts or omissions of the
700 authority in performing activities contemplated by an interlocal
701 agreement. The ~~Such~~ indemnification may not be considered to
702 increase or otherwise waive the limits of liability to third-
703 party claimants established by this section.

704 (19) ~~(20)~~ Every municipality, and any of its agencies ~~agency~~
705 ~~thereof,~~ may ~~is authorized to undertake to~~ indemnify those
706 employees who ~~that~~ are exposed to personal liability pursuant to
707 the Clean Air Act Amendments of 1990, 42 U.S.C.A. ss. 7401 et
708 seq., and all rules and regulations adopted to implement that
709 act, for acts performed within the course and scope of their
710 employment with the municipality or its agency, including, but
711 not limited to, indemnification pertaining to the holding,
712 transfer, or disposition of allowances allocated to the
713 municipality's or its agency's electric generating units, and
714 the monitoring, submission, certification, and compliance with
715 permits, permit applications, records, compliance plans, and
716 reports for those units, when those ~~such~~ acts are performed
717 within the course and scope of their employment with the
718 municipality or its agency. The authority to indemnify under
719 this section covers every act by an employee which is ~~when such~~
720 ~~act~~ is performed within the course and scope of her or his
721 employment with the municipality or its agency, but does not
722 cover any act of willful misconduct or any intentional or
723 knowing violation of any law by the employee. The authority to
724 indemnify under this section includes, but is not limited to,
725 the authority to pay any fine and provide legal representation

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726 in any action.

727 Section 2. This act applies to causes of action that accrue
728 on or after October 1, 2026.

729 Section 3. Paragraph (b) of subsection (2) of section
730 29.0081, Florida Statutes, is amended to read:

731 29.0081 County funding of additional court personnel.—

732 (2) The agreement shall, at a minimum, provide that:

733 (b) The personnel whose employment is funded under the
734 agreement are hired, supervised, managed, and fired by personnel
735 of the judicial circuit. The county shall be considered the
736 employer for purposes of s. 440.10 and chapter 443. Employees
737 funded by the county under this section and other county
738 employees may be aggregated for purposes of a flexible benefits
739 plan pursuant to s. 125 of the Internal Revenue Code of 1986.
740 The judicial circuit shall supervise the personnel whose
741 employment is funded under the agreement; be responsible for
742 compliance with all requirements of federal and state employment
743 laws, including, but not limited to, Title VII of the Civil
744 Rights Act of 1964, Title I of the Americans with Disabilities
745 Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair
746 Labor Standards Act, chapters 447 and 760, and ss. 112.3187,
747 440.105, and 440.205; and fully indemnify the county from any
748 liability under such laws, as authorized by s. 768.28(18) ~~s.~~
749 ~~768.28(19)~~, to the extent such liability is the result of the
750 acts or omissions of the judicial circuit or its agents or
751 employees.

752 Section 4. Paragraph (b) of subsection (2) of section
753 39.8297, Florida Statutes, is amended to read:

754 39.8297 County funding for guardian ad litem employees.—

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755 (2) The agreement, at a minimum, must provide that:
 756 (b) The persons who are employed will be hired, supervised,
 757 managed, and terminated by the executive director of the
 758 Statewide Guardian ad Litem Office. The statewide office is
 759 responsible for compliance with all requirements of federal and
 760 state employment laws, and shall fully indemnify the county from
 761 any liability under such laws, as authorized by s. 768.28(18) ~~s.~~
 762 ~~768.28(19)~~, to the extent such liability is the result of the
 763 acts or omissions of the Statewide Guardian ad Litem Office or
 764 its agents or employees.

765 Section 5. Paragraph (a) of subsection (3) of section
 766 343.811, Florida Statutes, is amended to read:

767 343.811 Power to assume indemnification and insurance
 768 obligations.—

769 (3) ASSUMPTION OF OBLIGATIONS; PURCHASE OF INSURANCE.—In
 770 conjunction with the development or operation of a commuter rail
 771 service on the Coastal Link corridor, an agency may:

772 (a) Assume obligations pursuant to the following:

773 1.a. The agency may assume the obligation by contract to
 774 protect, defend, indemnify, and hold harmless FECR and its
 775 officers, agents, and employees from and against:

776 (I) Any liability, cost, and expense, including, but not
 777 limited to, the agency's passengers and other rail corridor
 778 invitees in, on, or about the Coastal Link corridor, regardless
 779 of whether the loss, damage, destruction, injury, or death
 780 giving rise to any such liability, cost, or expense is caused in
 781 whole or in part, and to whatever nature or degree, by the
 782 fault, failure, negligence, misconduct, nonfeasance, or
 783 misfeasance of such freight rail operator, its successors, or

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784 its officers, agents, and employees, or any other person or
785 persons whomsoever.

786 (II) Any loss, injury, or damage incurred by other rail
787 corridor invitees up to the amount of the self-insurance
788 retention amount with respect to limited covered accidents
789 caused by the agency.

790 b. The agency may assume the obligation by contract to
791 protect, defend, indemnify, and hold harmless Brightline and its
792 officers, agents, and employees from and against:

793 (I) Any liability, cost, and expense, including, but not
794 limited to, the agency's passengers and rail corridor invitees
795 in the Coastal Link corridor, regardless of whether the loss,
796 damage, destruction, injury, or death giving rise to any such
797 liability, cost, or expense is caused in whole or in part, and
798 to whatever nature or degree, by the fault, failure, negligence,
799 misconduct, nonfeasance, or misfeasance of Brightline, its
800 successors, or its officers, agents, and employees, or any other
801 person or persons whomsoever.

802 (II) Any loss, injury, or damage incurred by other rail
803 corridor invitees up to the amount of the self-insurance
804 retention amount with respect to limited covered accidents
805 caused by the agency.

806 2. The assumption of liability of the agency by contract
807 pursuant to sub-subparagraph 1.a. or sub-subparagraph 1.b. may
808 not in any instance exceed the following parameters of
809 allocation of risk:

810 a. The agency may be solely responsible for any loss,
811 injury, or damage to the agency's passengers, or rail corridor
812 invitees, third parties, or trespassers, regardless of

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813 circumstances or cause, subject to sub-subparagraph b. and
814 subparagraphs 3., 4., and 5.

815 b.(I) In the event of a limited covered accident caused by
816 FECR, the authority of an agency to protect, defend, and
817 indemnify FECR for all liability, cost, and expense, including
818 punitive or exemplary damages, in excess of the self-insurance
819 retention amount exists only if FECR agrees, with respect to
820 such limited covered accident caused by FECR, to protect,
821 defend, and indemnify the agency for the amount of the self-
822 insurance retention amount.

823 (II) In the event of a limited covered accident caused by
824 Brightline, the authority of an agency to protect, defend, and
825 indemnify Brightline for all liability, cost, and expense,
826 including punitive or exemplary damages, in excess of the self-
827 insurance retention amount exists only if Brightline agrees,
828 with respect to such limited covered accident, to protect,
829 defend, and indemnify the agency for the amount of the self-
830 insurance retention amount.

831 3. When only one train is involved in an incident and:

832 a. The train is an agency's train, including an incident
833 with trespassers or at-grade crossings, the agency may be solely
834 responsible for any loss, injury, or damage.

835 b. The train is FECR's train, including an incident with
836 trespassers or at-grade crossings, FECR is solely responsible
837 for any loss, injury, or damage, except for the agency's
838 passengers and other rail corridor invitees, which are the
839 responsibility of the agency, and Brightline's passengers and
840 other rail corridor invitees, which are the responsibility of
841 Brightline.

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842 c. The train is Brightline's train, including an incident
843 with trespassers or at-grade crossings, Brightline is solely
844 responsible for any loss, injury, or damage, except for the
845 agency's passengers or rail corridor invitees, which are the
846 responsibility of the agency, and FECR's rail corridor invitees,
847 which are the responsibility of FECR.

848 4. When an incident involves more than one operator, each
849 operator is responsible for:

850 a. Its property; passengers; employees, excluding employees
851 who are, at the time of the incident, rail corridor invitees of
852 another operator; and other rail corridor invitees.

853 b. Its proportionate share of any loss or damage to the
854 joint infrastructure.

855 c. Its proportionate share of any loss, injury, or damage
856 to:

857 (I) Rail corridor invitees who are not rail corridor
858 invitees of operators, provided that the agency shall always be
859 responsible for its passengers and its rail corridor invitees
860 regardless of whether the agency was involved in the incident.

861 (II) Trespassers or third parties outside the Coastal Link
862 corridor as a result of the incident.

863 5. Any such contractual duty to protect, defend, indemnify,
864 and hold harmless FECR or Brightline with respect to claims by
865 rail passengers shall expressly include a specific cap on the
866 amount of the contractual duty, which amount may not exceed \$323
867 million per occurrence and shall be adjusted so that the per-
868 occurrence insurance requirement is equal to the aggregate
869 allowable awards to all rail passengers, against all defendants,
870 for all claims, including claims for punitive damages, arising

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871 from a single accident or incident in accordance with 49 U.S.C.
872 s. 28103, or any successor provision, without prior legislative
873 approval.

874 6. Notwithstanding any provision of this section to the
875 contrary, the liabilities of the agency to the state or any
876 other agency shall be as set forth in an agreement among such
877 entities and limited by s. 768.28(18) ~~s. 768.28(19)~~.

878
879 Neither the assumption by contract to protect, defend,
880 indemnify, and hold harmless; the purchase of insurance; nor the
881 establishment of a self-insurance retention fund shall be deemed
882 to be a waiver of any defense of sovereign immunity for tort
883 claims or deemed to increase the limits of the agency's
884 liability for tort claims as provided in s. 768.28.

885 Section 6. Subsection (2) of section 944.713, Florida
886 Statutes, is amended to read:

887 944.713 Insurance against liability.—

888 (2) The contract shall provide for indemnification of the
889 state by the private vendor for any liabilities incurred up to
890 the limits provided under s. 768.28(5). The contract shall
891 provide that the private vendor, or the insurer of the private
892 vendor, is liable to pay any claim or judgment for any one
893 person which does not exceed the applicable maximum amount
894 provided in s. 768.28(5) ~~sum of \$100,000 or any claim or~~
895 ~~judgment, or portions thereof, which, when totaled with all~~
896 ~~other claims or judgments arising out of the same incident or~~
897 ~~occurrence, does not exceed the sum of \$200,000. In addition,~~
898 the contractor must agree to defend, hold harmless, and
899 indemnify the department against any and all actions, claims,

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900 damages and losses, including costs and attorney's fees.

901 Section 7. For the purpose of incorporating the amendment
902 made by this act to section 768.28, Florida Statutes, in a
903 reference thereto, subsection (5) of section 45.061, Florida
904 Statutes, is reenacted to read:

905 45.061 Offers of settlement.—

906 (5) Sanctions authorized under this section may be imposed
907 notwithstanding any limitation on recovery of costs or expenses
908 which may be provided by contract or in other provisions of
909 Florida law. This section shall not be construed to waive the
910 limits of sovereign immunity set forth in s. 768.28.

911 Section 8. For the purpose of incorporating the amendment
912 made by this act to section 768.28, Florida Statutes, in a
913 reference thereto, paragraph (f) of subsection (6) of section
914 95.11, Florida Statutes, is reenacted to read:

915 95.11 Limitations other than for the recovery of real
916 property.—Actions other than for recovery of real property shall
917 be commenced as follows:

918 (6) WITHIN ONE YEAR.—

919 (f) Except for actions described in subsection (9), or a
920 petition challenging a criminal conviction, all petitions;
921 extraordinary writs; tort actions, including those under s.
922 768.28(14); or other actions which concern any condition of
923 confinement of a prisoner filed by or on behalf of a prisoner as
924 defined in s. 57.085. Any petition, writ, or action brought
925 under this paragraph must be commenced within 1 year after the
926 time the incident, conduct, or conditions occurred or within 1
927 year after the time the incident, conduct, or conditions were
928 discovered, or should have been discovered.

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929 Section 9. For the purpose of incorporating the amendment
930 made by this act to section 768.28, Florida Statutes, in a
931 reference thereto, subsection (4) of section 110.504, Florida
932 Statutes, is reenacted to read:

933 110.504 Volunteer benefits.—

934 (4) Volunteers shall be covered by state liability
935 protection in accordance with the definition of a volunteer and
936 the provisions of s. 768.28.

937 Section 10. For the purpose of incorporating the amendment
938 made by this act to section 768.28, Florida Statutes, in a
939 reference thereto, paragraph (a) of subsection (1) of section
940 111.071, Florida Statutes, is reenacted to read:

941 111.071 Payment of judgments or settlements against certain
942 public officers or employees.—

943 (1) Any county, municipality, political subdivision, or
944 agency of the state which has been excluded from participation
945 in the Insurance Risk Management Trust Fund is authorized to
946 expend available funds to pay:

947 (a) Any final judgment, including damages, costs, and
948 attorney's fees, arising from a complaint for damages or injury
949 suffered as a result of any act or omission of action of any
950 officer, employee, or agent in a civil or civil rights lawsuit
951 described in s. 111.07. If the civil action arises under s.
952 768.28 as a tort claim, the limitations and provisions of s.
953 768.28 governing payment shall apply. If the action is a civil
954 rights action arising under 42 U.S.C. s. 1983, or similar
955 federal statutes, payments for the full amount of the judgment
956 may be made unless the officer, employee, or agent has been
957 determined in the final judgment to have caused the harm

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958 intentionally.

959 Section 11. For the purpose of incorporating the amendment
960 made by this act to section 768.28, Florida Statutes, in a
961 reference thereto, paragraph (b) of subsection (2) of section
962 125.01015, Florida Statutes, is reenacted to read:

963 125.01015 Office of the sheriff.—

964 (2) To ensure the successful transfer of the exclusive
965 policing responsibility and authority to the sheriff in a
966 county, as defined in s. 125.011(1), the board of county
967 commissioners shall:

968 (b) After the election of the sheriff is certified:

969 1. Provide funding for all of the necessary staff and
970 office space for the sheriff-elect to establish an independent
971 office of the sheriff, so that the office may effectively
972 operate and perform all of the functions required by general law
973 when the sheriff-elect takes office.

974 2. Provide funding for the sheriff-elect to select any
975 necessary insurances not provided by the county through the
976 interlocal agreement required under sub-subparagraph 6.d. to
977 allow the sheriff to effectively operate and perform all of the
978 functions required by general law when he or she takes office.

979 3. Provide funding for the sheriff-elect to establish bank
980 and other accounts, as necessary, in his or her official
981 capacity as sheriff, so that such accounts become operational
982 when he or she takes office.

983 4. Unless otherwise transferable based on existing surety
984 bonds for the sheriff's deputies, provide funding for and
985 facilitate procurement of the required surety bonds for deputy
986 sheriffs pursuant to s. 30.09, so that such bonds are in place

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987 when the sheriff-elect takes office.

988 5. Prepare and deliver to the office of the sheriff all
989 documents, property, and other items listed in subsection (4).

990 6. Notwithstanding any provision to the contrary, for a
991 term commencing on January 7, 2025, and ending on or after
992 September 30, 2028, provide the sheriff-elect taking office
993 with, and require the sheriff-elect taking office to use, not
994 less than the substantially and materially same support
995 services, facilities, office space, and information technology
996 infrastructure provided to county offices or departments
997 performing the duties to be performed by the sheriff-elect upon
998 taking office in the 1-year period before he or she takes
999 office.

1000 a. As used in this subparagraph, the term "support
1001 services" includes:

1002 (I) Property and facilities, and the management and
1003 maintenance for such property and facilities.

1004 (II) Communications infrastructure, including telephone and
1005 Internet connectivity.

1006 (III) Risk management, including processing, adjusting, and
1007 payment of all claims and demands, including those made under s.
1008 768.28. The county shall provide the sheriff with all required
1009 general liability, property, and other insurance coverage
1010 through its self-insurance program, a self-insurance risk pool,
1011 or commercial insurance. If the county provides insurance
1012 through a self-insurance program, the county must also provide
1013 the sheriff with commercial stop-loss coverage in an amount and
1014 with a self-insured retention agreed upon by the sheriff and the
1015 county.

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1016 (IV) Legal representation and advice through the office of
1017 the county attorney for all claims, demands, and causes of
1018 action brought against the sheriff, his or her deputies, or
1019 other personnel in their official and individual capacities,
1020 while acting in their official and individual capacities,
1021 including any required outside counsel due to conflicts of
1022 interest. This sub-sub-subparagraph does not prohibit the
1023 sheriff from employing or retaining his or her own legal
1024 representation as he or she deems necessary.

1025 (V) Purchasing and procurement services using procedures
1026 under the laws and ordinances applicable to the county for
1027 purchases requiring competitive procurement.

1028 (VI) Budget and fiscal software and budget development
1029 services.

1030 (VII) Human resource services, including, but not limited
1031 to, facilitation of the hiring process, including employee
1032 applicant screening and employee applicant background checks,
1033 and employee benefit administration. The county may provide
1034 human resource services to the sheriff. However, the sheriff is
1035 the employer of his or her employees, and the sheriff retains
1036 full and complete control and authority over the hiring of his
1037 or her employees and the terms and conditions of employment,
1038 including employee discipline and termination of employment. The
1039 provision of human resource services by the county to the
1040 sheriff does not create a joint-employer relationship. The
1041 sheriff's employees shall remain members of the county's health
1042 insurance and workers' compensation plans for at least the term
1043 set forth in this subparagraph.

1044 (VIII) Fleet management, including procurement of all

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1045 vehicles and other mobile assets such as boats and aircraft, and
1046 all vehicle repair and maintenance.

1047 b. As used in this subparagraph, the term "information
1048 technology infrastructure" includes:

1049 (I) All hardware, including computers.

1050 (II) Budget and fiscal software, including payroll and
1051 purchasing software.

1052 (III) Computer-aided dispatch.

1053 c. Under a cost allocation plan agreed to by the county and
1054 the sheriff, the sheriff shall pay the county for such support
1055 services and information technology infrastructure from his or
1056 her general fund budget, except for any support services and
1057 information technology infrastructure costs that general law
1058 otherwise and expressly requires the county to fund outside the
1059 sheriff's budget.

1060 d. To satisfy compliance with this subsection and to
1061 establish the office of the sheriff in a manner that minimizes
1062 unnecessary financial expenditures, the county and the sheriff
1063 shall execute an interlocal agreement addressing the
1064 requirements of this subsection and other expenditures,
1065 including an appropriate phase-in period for identification of
1066 the sheriff's assets with the sheriff's markings to minimize the
1067 cost to taxpayers. The interlocal agreement shall have a term
1068 that ends no earlier than September 30, 2028, and may be
1069 amended, renewed, extended, or newly adopted at any time
1070 following the expiration or termination of the agreement. After
1071 the initial period ending no earlier than September 30, 2028, an
1072 interlocal agreement may be entered into between the county and
1073 the sheriff which provides for the same or different

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1074 requirements as set forth in this subsection.

1075 Section 12. For the purpose of incorporating the amendment
1076 made by this act to section 768.28, Florida Statutes, in
1077 references thereto, paragraph (h) of subsection (3) and
1078 paragraph (k) of subsection (15) of section 163.01, Florida
1079 Statutes, are reenacted to read:

1080 163.01 Florida Interlocal Cooperation Act of 1969.—

1081 (3) As used in this section:

1082 (h) "Local government liability pool" means a reciprocal
1083 insurer as defined in s. 629.011 or any self-insurance program
1084 created pursuant to s. 768.28(16), formed and controlled by
1085 counties or municipalities of this state to provide liability
1086 insurance coverage for counties, municipalities, or other public
1087 agencies of this state, which pool may contract with other
1088 parties for the purpose of providing claims administration,
1089 processing, accounting, and other administrative facilities.

1090 (15) Notwithstanding any other provision of this section or
1091 of any other law except s. 361.14, any public agency of this
1092 state which is an electric utility, or any separate legal entity
1093 created pursuant to the provisions of this section, the
1094 membership of which consists only of electric utilities, and
1095 which exercises or proposes to exercise the powers granted by
1096 part II of chapter 361, the Joint Power Act, may exercise any or
1097 all of the following powers:

1098 (k) The limitations on waiver in the provisions of s.
1099 768.28 or any other law to the contrary notwithstanding, the
1100 Legislature, in accordance with s. 13, Art. X of the State
1101 Constitution, hereby declares that any such legal entity or any
1102 public agency of this state that participates in any electric

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1103 project waives its sovereign immunity to:

1104 1. All other persons participating therein; and

1105 2. Any person in any manner contracting with a legal entity
1106 of which any such public agency is a member, with relation to:

1107 a. Ownership, operation, or any other activity set forth in
1108 sub-subparagraph (b)2.d. with relation to any electric project;
1109 or

1110 b. The supplying or purchasing of services, output,
1111 capacity, energy, or any combination thereof.

1112 Section 13. For the purpose of incorporating the amendment
1113 made by this act to section 768.28, Florida Statutes, in a
1114 reference thereto, section 190.043, Florida Statutes, is
1115 reenacted to read:

1116 190.043 Suits against the district.—Any suit or action
1117 brought or maintained against the district for damages arising
1118 out of tort, including, without limitation, any claim arising
1119 upon account of an act causing an injury or loss of property,
1120 personal injury, or death, shall be subject to the limitations
1121 provided in s. 768.28.

1122 Section 14. For the purpose of incorporating the amendment
1123 made by this act to section 768.28, Florida Statutes, in a
1124 reference thereto, subsection (13) of section 213.015, Florida
1125 Statutes, is reenacted to read:

1126 213.015 Taxpayer rights.—There is created a Florida
1127 Taxpayer's Bill of Rights to guarantee that the rights, privacy,
1128 and property of Florida taxpayers are adequately safeguarded and
1129 protected during tax assessment, collection, and enforcement
1130 processes administered under the revenue laws of this state. The
1131 Taxpayer's Bill of Rights compiles, in one document, brief but

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1132 comprehensive statements which explain, in simple, nontechnical
1133 terms, the rights and obligations of the Department of Revenue
1134 and taxpayers. Section 192.0105 provides additional rights
1135 afforded to payors of property taxes and assessments. The rights
1136 afforded taxpayers to ensure that their privacy and property are
1137 safeguarded and protected during tax assessment and collection
1138 are available only insofar as they are implemented in other
1139 parts of the Florida Statutes or rules of the Department of
1140 Revenue. The rights so guaranteed Florida taxpayers in the
1141 Florida Statutes and the departmental rules are:

1142 (13) The right to an action at law within the limitations
1143 of s. 768.28, relating to sovereign immunity, to recover damages
1144 against the state or the Department of Revenue for injury caused
1145 by the wrongful or negligent act or omission of a department
1146 officer or employee (see s. 768.28).

1147 Section 15. For the purpose of incorporating the amendment
1148 made by this act to section 768.28, Florida Statutes, in a
1149 reference thereto, section 252.51, Florida Statutes, is
1150 reenacted to read:

1151 252.51 Liability.—Any person or organization, public or
1152 private, owning or controlling real estate or other premises who
1153 voluntarily and without compensation, other than payment or
1154 reimbursement of costs and expenses, grants a license or
1155 privilege or otherwise permits the designation by the local
1156 emergency management agency or use of the whole or any part of
1157 such real estate or premises for the purpose of sheltering
1158 persons during an actual, impending, mock, or practice
1159 emergency, together with her or his successor in interest, if
1160 any, shall not be liable for the death of, or injury to, any

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1161 person on or about such real estate or premises during the
1162 actual, impending, mock, or practice emergency, or for loss of,
1163 or damage to, the property of such person, solely by reason or
1164 as a result of such license, privilege, designation, or use,
1165 unless the gross negligence or the willful and wanton misconduct
1166 of such person owning or controlling such real estate or
1167 premises or her or his successor in interest is the proximate
1168 cause of such death, injury, loss, or damage occurring during
1169 such sheltering period. Any such person or organization who
1170 provides such shelter space for compensation shall be deemed to
1171 be an instrumentality of the state or its applicable agency or
1172 subdivision for the purposes of s. 768.28.

1173 Section 16. For the purpose of incorporating the amendment
1174 made by this act to section 768.28, Florida Statutes, in a
1175 reference thereto, section 252.89, Florida Statutes, is
1176 reenacted to read:

1177 252.89 Tort liability.—The commission and the committees
1178 shall be state agencies, and the members of the commission and
1179 committees shall be officers, employees, or agents of the state
1180 for the purposes of s. 768.28.

1181 Section 17. For the purpose of incorporating the amendment
1182 made by this act to section 768.28, Florida Statutes, in a
1183 reference thereto, section 252.944, Florida Statutes, is
1184 reenacted to read:

1185 252.944 Tort liability.—The commission and the committees
1186 are state agencies, and the members of the commission and
1187 committees are officers, employees, or agents of the state for
1188 the purpose of s. 768.28.

1189 Section 18. For the purpose of incorporating the amendment

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1190 made by this act to section 768.28, Florida Statutes, in a
1191 reference thereto, subsection (2) of section 260.0125, Florida
1192 Statutes, is reenacted to read:

1193 260.0125 Limitation on liability of private landowners
1194 whose property is designated as part of the statewide system of
1195 greenways and trails.—

1196 (2) Any private landowner who consents to designation of
1197 his or her land as part of the statewide system of greenways and
1198 trails pursuant to s. 260.016(2)(d) without compensation shall
1199 be considered a volunteer, as defined in s. 110.501, and shall
1200 be covered by state liability protection pursuant to s. 768.28,
1201 including s. 768.28(9).

1202 Section 19. For the purpose of incorporating the amendment
1203 made by this act to section 768.28, Florida Statutes, in a
1204 reference thereto, section 284.31, Florida Statutes, is
1205 reenacted to read:

1206 284.31 Scope and types of coverages; separate accounts.—The
1207 Insurance Risk Management Trust Fund must, unless specifically
1208 excluded by the Department of Financial Services, cover all
1209 departments of the State of Florida and their employees, agents,
1210 and volunteers and must provide separate accounts for workers'
1211 compensation, general liability, fleet automotive liability,
1212 federal civil rights actions under 42 U.S.C. s. 1983 or similar
1213 federal statutes, state agency firefighter cancer benefits
1214 payable under s. 112.1816(2), and court-awarded attorney fees in
1215 other proceedings against the state except for such awards in
1216 eminent domain or for inverse condemnation or for awards by the
1217 Public Employees Relations Commission. Unless specifically
1218 excluded by the Department of Financial Services, the Insurance

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1219 Risk Management Trust Fund must provide fleet automotive
1220 liability coverage to motor vehicles titled to the state, or to
1221 any department of the state, when such motor vehicles are used
1222 by community transportation coordinators performing, under
1223 contract to the appropriate department of the state, services
1224 for the transportation disadvantaged under part I of chapter
1225 427. Such fleet automotive liability coverage is primary and is
1226 subject to s. 768.28 and parts II and III of chapter 284, and
1227 applicable rules adopted thereunder, and the terms and
1228 conditions of the certificate of coverage issued by the
1229 Department of Financial Services.

1230 Section 20. For the purpose of incorporating the amendment
1231 made by this act to section 768.28, Florida Statutes, in
1232 references thereto, section 284.38, Florida Statutes, is
1233 reenacted to read:

1234 284.38 Waiver of sovereign immunity; effect.—The insurance
1235 programs developed herein shall provide limits as established by
1236 the provisions of s. 768.28 if a tort claim. The limits provided
1237 in s. 768.28 shall not apply to a civil rights action arising
1238 under 42 U.S.C. s. 1983 or similar federal statute. Payment of a
1239 pending or future claim or judgment arising under any of said
1240 statutes may be made upon this act becoming a law, unless the
1241 officer, employee, or agent has been determined in the final
1242 judgment to have caused the harm intentionally; however, the
1243 fund is authorized to pay all other court-ordered attorney's
1244 fees as provided under s. 284.31.

1245 Section 21. For the purpose of incorporating the amendment
1246 made by this act to section 768.28, Florida Statutes, in a
1247 reference thereto, paragraph (b) of subsection (1) of section

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1248 322.13, Florida Statutes, is reenacted to read:

1249 322.13 Driver license examiners.—

1250 (1)

1251 (b) Those persons serving as driver license examiners are
1252 not liable for actions taken within the scope of their
1253 employment or designation, except as provided by s. 768.28.

1254 Section 22. For the purpose of incorporating the amendment
1255 made by this act to section 768.28, Florida Statutes, in a
1256 reference thereto, subsection (1) of section 337.19, Florida
1257 Statutes, is reenacted to read:

1258 337.19 Suits by and against department; limitation of
1259 actions; forum.—

1260 (1) Suits at law and in equity may be brought and
1261 maintained by and against the department on any contract claim
1262 arising from breach of an express provision or an implied
1263 covenant of a written agreement or a written directive issued by
1264 the department pursuant to the written agreement. In any such
1265 suit, the department and the contractor shall have all of the
1266 same rights and obligations as a private person under a like
1267 contract except that no liability may be based on an oral
1268 modification of either the written contract or written
1269 directive. Nothing herein shall be construed to waive the
1270 sovereign immunity of the state and its political subdivisions
1271 from equitable claims and equitable remedies. Notwithstanding
1272 anything to the contrary contained in this section, no employee
1273 or agent of the department may be held personally liable to an
1274 extent greater than that pursuant to s. 768.28 provided that no
1275 suit sounding in tort shall be maintained against the
1276 department.

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1277 Section 23. For the purpose of incorporating the amendment
1278 made by this act to section 768.28, Florida Statutes, in a
1279 reference thereto, subsection (17) of section 341.302, Florida
1280 Statutes, is reenacted to read:

1281 341.302 Rail program; duties and responsibilities of the
1282 department.—The department, in conjunction with other
1283 governmental entities, including the rail enterprise and the
1284 private sector, shall develop and implement a rail program of
1285 statewide application designed to ensure the proper maintenance,
1286 safety, revitalization, and expansion of the rail system to
1287 assure its continued and increased availability to respond to
1288 statewide mobility needs. Within the resources provided pursuant
1289 to chapter 216, and as authorized under federal law, the
1290 department shall:

1291 (17) In conjunction with the acquisition, ownership,
1292 construction, operation, maintenance, and management of a rail
1293 corridor, have the authority to:

1294 (a) Assume obligations pursuant to the following:

1295 1.a. The department may assume the obligation by contract
1296 to forever protect, defend, indemnify, and hold harmless the
1297 freight rail operator, or its successors, from whom the
1298 department has acquired a real property interest in the rail
1299 corridor, and that freight rail operator's officers, agents, and
1300 employees, from and against any liability, cost, and expense,
1301 including, but not limited to, commuter rail passengers and rail
1302 corridor invitees in the rail corridor, regardless of whether
1303 the loss, damage, destruction, injury, or death giving rise to
1304 any such liability, cost, or expense is caused in whole or in
1305 part, and to whatever nature or degree, by the fault, failure,

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1306 negligence, misconduct, nonfeasance, or misfeasance of such
1307 freight rail operator, its successors, or its officers, agents,
1308 and employees, or any other person or persons whomsoever; or
1309 b. The department may assume the obligation by contract to
1310 forever protect, defend, indemnify, and hold harmless National
1311 Railroad Passenger Corporation, or its successors, and officers,
1312 agents, and employees of National Railroad Passenger
1313 Corporation, from and against any liability, cost, and expense,
1314 including, but not limited to, commuter rail passengers and rail
1315 corridor invitees in the rail corridor, regardless of whether
1316 the loss, damage, destruction, injury, or death giving rise to
1317 any such liability, cost, or expense is caused in whole or in
1318 part, and to whatever nature or degree, by the fault, failure,
1319 negligence, misconduct, nonfeasance, or misfeasance of National
1320 Railroad Passenger Corporation, its successors, or its officers,
1321 agents, and employees, or any other person or persons
1322 whomsoever.

1323 2. The assumption of liability of the department by
1324 contract pursuant to sub-subparagraph 1.a. or sub-subparagraph
1325 1.b. may not in any instance exceed the following parameters of
1326 allocation of risk:

1327 a. The department may be solely responsible for any loss,
1328 injury, or damage to commuter rail passengers, or rail corridor
1329 invitees, or trespassers, regardless of circumstances or cause,
1330 subject to sub-subparagraph b. and subparagraphs 3., 4., 5., and
1331 6.

1332 b.(I) In the event of a limited covered accident, the
1333 authority of the department to protect, defend, and indemnify
1334 the freight operator for all liability, cost, and expense,

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1335 including punitive or exemplary damages, in excess of the
1336 deductible or self-insurance retention fund established under
1337 paragraph (b) and actually in force at the time of the limited
1338 covered accident exists only if the freight operator agrees,
1339 with respect to the limited covered accident, to protect,
1340 defend, and indemnify the department for the amount of the
1341 deductible or self-insurance retention fund established under
1342 paragraph (b) and actually in force at the time of the limited
1343 covered accident.

1344 (II) In the event of a limited covered accident, the
1345 authority of the department to protect, defend, and indemnify
1346 National Railroad Passenger Corporation for all liability, cost,
1347 and expense, including punitive or exemplary damages, in excess
1348 of the deductible or self-insurance retention fund established
1349 under paragraph (b) and actually in force at the time of the
1350 limited covered accident exists only if National Railroad
1351 Passenger Corporation agrees, with respect to the limited
1352 covered accident, to protect, defend, and indemnify the
1353 department for the amount of the deductible or self-insurance
1354 retention fund established under paragraph (b) and actually in
1355 force at the time of the limited covered accident.

1356 3. When only one train is involved in an incident, the
1357 department may be solely responsible for any loss, injury, or
1358 damage if the train is a department train or other train
1359 pursuant to subparagraph 4., but only if:

1360 a. When an incident occurs with only a freight train
1361 involved, including incidents with trespassers or at grade
1362 crossings, the freight rail operator is solely responsible for
1363 any loss, injury, or damage, except for commuter rail passengers

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1364 and rail corridor invitees; or

1365 b. When an incident occurs with only a National Railroad
1366 Passenger Corporation train involved, including incidents with
1367 trespassers or at grade crossings, National Railroad Passenger
1368 Corporation is solely responsible for any loss, injury, or
1369 damage, except for commuter rail passengers and rail corridor
1370 invitees.

1371 4. For the purposes of this subsection:

1372 a. Any train involved in an incident that is neither the
1373 department's train nor the freight rail operator's train,
1374 hereinafter referred to in this subsection as an "other train,"
1375 may be treated as a department train, solely for purposes of any
1376 allocation of liability between the department and the freight
1377 rail operator only, but only if the department and the freight
1378 rail operator share responsibility equally as to third parties
1379 outside the rail corridor who incur loss, injury, or damage as a
1380 result of any incident involving both a department train and a
1381 freight rail operator train, and the allocation as between the
1382 department and the freight rail operator, regardless of whether
1383 the other train is treated as a department train, shall remain
1384 one-half each as to third parties outside the rail corridor who
1385 incur loss, injury, or damage as a result of the incident. The
1386 involvement of any other train shall not alter the sharing of
1387 equal responsibility as to third parties outside the rail
1388 corridor who incur loss, injury, or damage as a result of the
1389 incident; or

1390 b. Any train involved in an incident that is neither the
1391 department's train nor the National Railroad Passenger
1392 Corporation's train, hereinafter referred to in this subsection

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1393 as an "other train," may be treated as a department train,
1394 solely for purposes of any allocation of liability between the
1395 department and National Railroad Passenger Corporation only, but
1396 only if the department and National Railroad Passenger
1397 Corporation share responsibility equally as to third parties
1398 outside the rail corridor who incur loss, injury, or damage as a
1399 result of any incident involving both a department train and a
1400 National Railroad Passenger Corporation train, and the
1401 allocation as between the department and National Railroad
1402 Passenger Corporation, regardless of whether the other train is
1403 treated as a department train, shall remain one-half each as to
1404 third parties outside the rail corridor who incur loss, injury,
1405 or damage as a result of the incident. The involvement of any
1406 other train shall not alter the sharing of equal responsibility
1407 as to third parties outside the rail corridor who incur loss,
1408 injury, or damage as a result of the incident.

1409 5. When more than one train is involved in an incident:

1410 a.(I) If only a department train and freight rail
1411 operator's train, or only an other train as described in sub-
1412 subparagraph 4.a. and a freight rail operator's train, are
1413 involved in an incident, the department may be responsible for
1414 its property and all of its people, all commuter rail
1415 passengers, and rail corridor invitees, but only if the freight
1416 rail operator is responsible for its property and all of its
1417 people, and the department and the freight rail operator each
1418 share one-half responsibility as to trespassers or third parties
1419 outside the rail corridor who incur loss, injury, or damage as a
1420 result of the incident; or

1421 (II) If only a department train and a National Railroad

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1422 Passenger Corporation train, or only an other train as described
1423 in sub-subparagraph 4.b. and a National Railroad Passenger
1424 Corporation train, are involved in an incident, the department
1425 may be responsible for its property and all of its people, all
1426 commuter rail passengers, and rail corridor invitees, but only
1427 if National Railroad Passenger Corporation is responsible for
1428 its property and all of its people, all National Railroad
1429 Passenger Corporation's rail passengers, and the department and
1430 National Railroad Passenger Corporation each share one-half
1431 responsibility as to trespassers or third parties outside the
1432 rail corridor who incur loss, injury, or damage as a result of
1433 the incident.

1434 b.(I) If a department train, a freight rail operator train,
1435 and any other train are involved in an incident, the allocation
1436 of liability between the department and the freight rail
1437 operator, regardless of whether the other train is treated as a
1438 department train, shall remain one-half each as to third parties
1439 outside the rail corridor who incur loss, injury, or damage as a
1440 result of the incident; the involvement of any other train shall
1441 not alter the sharing of equal responsibility as to third
1442 parties outside the rail corridor who incur loss, injury, or
1443 damage as a result of the incident; and, if the owner, operator,
1444 or insurer of the other train makes any payment to injured third
1445 parties outside the rail corridor who incur loss, injury, or
1446 damage as a result of the incident, the allocation of credit
1447 between the department and the freight rail operator as to such
1448 payment shall not in any case reduce the freight rail operator's
1449 third-party-sharing allocation of one-half under this paragraph
1450 to less than one-third of the total third party liability; or

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1451 (II) If a department train, a National Railroad Passenger
1452 Corporation train, and any other train are involved in an
1453 incident, the allocation of liability between the department and
1454 National Railroad Passenger Corporation, regardless of whether
1455 the other train is treated as a department train, shall remain
1456 one-half each as to third parties outside the rail corridor who
1457 incur loss, injury, or damage as a result of the incident; the
1458 involvement of any other train shall not alter the sharing of
1459 equal responsibility as to third parties outside the rail
1460 corridor who incur loss, injury, or damage as a result of the
1461 incident; and, if the owner, operator, or insurer of the other
1462 train makes any payment to injured third parties outside the
1463 rail corridor who incur loss, injury, or damage as a result of
1464 the incident, the allocation of credit between the department
1465 and National Railroad Passenger Corporation as to such payment
1466 shall not in any case reduce National Railroad Passenger
1467 Corporation's third-party-sharing allocation of one-half under
1468 this sub-subparagraph to less than one-third of the total third
1469 party liability.

1470 6. Any such contractual duty to protect, defend, indemnify,
1471 and hold harmless such a freight rail operator or National
1472 Railroad Passenger Corporation shall expressly include a
1473 specific cap on the amount of the contractual duty, which amount
1474 shall not exceed \$200 million without prior legislative
1475 approval, and the department to purchase liability insurance and
1476 establish a self-insurance retention fund in the amount of the
1477 specific cap established under this subparagraph, provided that:

1478 a. No such contractual duty shall in any case be effective
1479 nor otherwise extend the department's liability in scope and

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1480 effect beyond the contractual liability insurance and self-
1481 insurance retention fund required pursuant to this paragraph;
1482 and

1483 b.(I) The freight rail operator's compensation to the
1484 department for future use of the department's rail corridor
1485 shall include a monetary contribution to the cost of such
1486 liability coverage for the sole benefit of the freight rail
1487 operator.

1488 (II) National Railroad Passenger Corporation's compensation
1489 to the department for future use of the department's rail
1490 corridor shall include a monetary contribution to the cost of
1491 such liability coverage for the sole benefit of National
1492 Railroad Passenger Corporation.

1493 (b) Purchase liability insurance, which amount shall not
1494 exceed \$200 million, and establish a self-insurance retention
1495 fund for the purpose of paying the deductible limit established
1496 in the insurance policies it may obtain, including coverage for
1497 the department, any freight rail operator as described in
1498 paragraph (a), National Railroad Passenger Corporation, commuter
1499 rail service providers, governmental entities, or any ancillary
1500 development, which self-insurance retention fund or deductible
1501 shall not exceed \$10 million. The insureds shall pay a
1502 reasonable monetary contribution to the cost of such liability
1503 coverage for the sole benefit of the insured. Such insurance and
1504 self-insurance retention fund may provide coverage for all
1505 damages, including, but not limited to, compensatory, special,
1506 and exemplary, and be maintained to provide an adequate fund to
1507 cover claims and liabilities for loss, injury, or damage arising
1508 out of or connected with the ownership, operation, maintenance,

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1509 and management of a rail corridor.

1510 (c) Incur expenses for the purchase of advertisements,
1511 marketing, and promotional items.

1512 (d) Without altering any of the rights granted to the
1513 department under this section, agree to assume the obligations
1514 to indemnify and insure, pursuant to s. 343.545, freight rail
1515 service, intercity passenger rail service, and commuter rail
1516 service on a department-owned rail corridor, whether ownership
1517 is in fee or by easement, or on a rail corridor where the
1518 department has the right to operate.

1519
1520 Neither the assumption by contract to protect, defend,
1521 indemnify, and hold harmless; the purchase of insurance; nor the
1522 establishment of a self-insurance retention fund shall be deemed
1523 to be a waiver of any defense of sovereign immunity for torts
1524 nor deemed to increase the limits of the department's or the
1525 governmental entity's liability for torts as provided in s.
1526 768.28. The requirements of s. 287.022(1) shall not apply to the
1527 purchase of any insurance under this subsection. The provisions
1528 of this subsection shall apply and inure fully as to any other
1529 governmental entity providing commuter rail service and
1530 constructing, operating, maintaining, or managing a rail
1531 corridor on publicly owned right-of-way under contract by the
1532 governmental entity with the department or a governmental entity
1533 designated by the department. Notwithstanding any law to the
1534 contrary, procurement for the construction, operation,
1535 maintenance, and management of any rail corridor described in
1536 this subsection, whether by the department, a governmental
1537 entity under contract with the department, or a governmental

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1538 entity designated by the department, shall be pursuant to s.
 1539 287.057 and shall include, but not be limited to, criteria for
 1540 the consideration of qualifications, technical aspects of the
 1541 proposal, and price. Further, any such contract for design-build
 1542 shall be procured pursuant to the criteria in s. 337.11(7).

1543 Section 24. For the purpose of incorporating the amendment
 1544 made by this act to section 768.28, Florida Statutes, in a
 1545 reference thereto, subsection (3) of section 343.811, Florida
 1546 Statutes, is reenacted to read:

1547 343.811 Power to assume indemnification and insurance
 1548 obligations.—

1549 (3) ASSUMPTION OF OBLIGATIONS; PURCHASE OF INSURANCE.—In
 1550 conjunction with the development or operation of a commuter rail
 1551 service on the Coastal Link corridor, an agency may:

1552 (a) Assume obligations pursuant to the following:

1553 1.a. The agency may assume the obligation by contract to
 1554 protect, defend, indemnify, and hold harmless FECR and its
 1555 officers, agents, and employees from and against:

1556 (I) Any liability, cost, and expense, including, but not
 1557 limited to, the agency's passengers and other rail corridor
 1558 invitees in, on, or about the Coastal Link corridor, regardless
 1559 of whether the loss, damage, destruction, injury, or death
 1560 giving rise to any such liability, cost, or expense is caused in
 1561 whole or in part, and to whatever nature or degree, by the
 1562 fault, failure, negligence, misconduct, nonfeasance, or
 1563 misfeasance of such freight rail operator, its successors, or
 1564 its officers, agents, and employees, or any other person or
 1565 persons whomsoever.

1566 (II) Any loss, injury, or damage incurred by other rail

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1567 corridor invitees up to the amount of the self-insurance
1568 retention amount with respect to limited covered accidents
1569 caused by the agency.

1570 b. The agency may assume the obligation by contract to
1571 protect, defend, indemnify, and hold harmless Brightline and its
1572 officers, agents, and employees from and against:

1573 (I) Any liability, cost, and expense, including, but not
1574 limited to, the agency's passengers and rail corridor invitees
1575 in the Coastal Link corridor, regardless of whether the loss,
1576 damage, destruction, injury, or death giving rise to any such
1577 liability, cost, or expense is caused in whole or in part, and
1578 to whatever nature or degree, by the fault, failure, negligence,
1579 misconduct, nonfeasance, or misfeasance of Brightline, its
1580 successors, or its officers, agents, and employees, or any other
1581 person or persons whomsoever.

1582 (II) Any loss, injury, or damage incurred by other rail
1583 corridor invitees up to the amount of the self-insurance
1584 retention amount with respect to limited covered accidents
1585 caused by the agency.

1586 2. The assumption of liability of the agency by contract
1587 pursuant to sub-subparagraph 1.a. or sub-subparagraph 1.b. may
1588 not in any instance exceed the following parameters of
1589 allocation of risk:

1590 a. The agency may be solely responsible for any loss,
1591 injury, or damage to the agency's passengers, or rail corridor
1592 invitees, third parties, or trespassers, regardless of
1593 circumstances or cause, subject to sub-subparagraph b. and
1594 subparagraphs 3., 4., and 5.

1595 b.(I) In the event of a limited covered accident caused by

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1596 FECR, the authority of an agency to protect, defend, and
1597 indemnify FECR for all liability, cost, and expense, including
1598 punitive or exemplary damages, in excess of the self-insurance
1599 retention amount exists only if FECR agrees, with respect to
1600 such limited covered accident caused by FECR, to protect,
1601 defend, and indemnify the agency for the amount of the self-
1602 insurance retention amount.

1603 (II) In the event of a limited covered accident caused by
1604 Brightline, the authority of an agency to protect, defend, and
1605 indemnify Brightline for all liability, cost, and expense,
1606 including punitive or exemplary damages, in excess of the self-
1607 insurance retention amount exists only if Brightline agrees,
1608 with respect to such limited covered accident, to protect,
1609 defend, and indemnify the agency for the amount of the self-
1610 insurance retention amount.

1611 3. When only one train is involved in an incident and:

1612 a. The train is an agency's train, including an incident
1613 with trespassers or at-grade crossings, the agency may be solely
1614 responsible for any loss, injury, or damage.

1615 b. The train is FECR's train, including an incident with
1616 trespassers or at-grade crossings, FECR is solely responsible
1617 for any loss, injury, or damage, except for the agency's
1618 passengers and other rail corridor invitees, which are the
1619 responsibility of the agency, and Brightline's passengers and
1620 other rail corridor invitees, which are the responsibility of
1621 Brightline.

1622 c. The train is Brightline's train, including an incident
1623 with trespassers or at-grade crossings, Brightline is solely
1624 responsible for any loss, injury, or damage, except for the

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1625 agency's passengers or rail corridor invitees, which are the
1626 responsibility of the agency, and FECR's rail corridor invitees,
1627 which are the responsibility of FECR.

1628 4. When an incident involves more than one operator, each
1629 operator is responsible for:

1630 a. Its property; passengers; employees, excluding employees
1631 who are, at the time of the incident, rail corridor invitees of
1632 another operator; and other rail corridor invitees.

1633 b. Its proportionate share of any loss or damage to the
1634 joint infrastructure.

1635 c. Its proportionate share of any loss, injury, or damage
1636 to:

1637 (I) Rail corridor invitees who are not rail corridor
1638 invitees of operators, provided that the agency shall always be
1639 responsible for its passengers and its rail corridor invitees
1640 regardless of whether the agency was involved in the incident.

1641 (II) Trespassers or third parties outside the Coastal Link
1642 corridor as a result of the incident.

1643 5. Any such contractual duty to protect, defend, indemnify,
1644 and hold harmless FECR or Brightline with respect to claims by
1645 rail passengers shall expressly include a specific cap on the
1646 amount of the contractual duty, which amount may not exceed \$323
1647 million per occurrence and shall be adjusted so that the per-
1648 occurrence insurance requirement is equal to the aggregate
1649 allowable awards to all rail passengers, against all defendants,
1650 for all claims, including claims for punitive damages, arising
1651 from a single accident or incident in accordance with 49 U.S.C.
1652 s. 28103, or any successor provision, without prior legislative
1653 approval.

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1654 6. Notwithstanding any provision of this section to the
1655 contrary, the liabilities of the agency to the state or any
1656 other agency shall be as set forth in an agreement among such
1657 entities and limited by s. 768.28(19).

1658 (b) Purchase liability insurance, which amount may not
1659 exceed \$323 million per occurrence, which amount shall be
1660 adjusted so that the per-occurrence insurance requirement is
1661 equal to the aggregate allowable awards to all rail passengers,
1662 against all defendants, for all claims, including claims for
1663 punitive damages, arising from a single accident or incident in
1664 accordance with 49 U.S.C. s. 28103, or any successor provision,
1665 and establish a self-insurance retention fund for the purpose of
1666 paying the deductible limit established in the insurance
1667 policies it may obtain, including coverage for a county agency,
1668 any freight rail operator as described in paragraph (a),
1669 Brightline, commuter rail service providers, governmental
1670 entities, or any ancillary development, which self-insurance
1671 retention fund or deductible shall not exceed the self-insurance
1672 retention amount.

1673 1. Such insurance and self-insurance retention fund may
1674 provide coverage for all damages, including, but not limited to,
1675 compensatory, special, and exemplary, and be maintained to
1676 provide an adequate fund to cover claims and liabilities for
1677 loss, injury, or damage arising out of or connected with the
1678 ownership, operation, maintenance, and management of the Coastal
1679 Link corridor.

1680 2. Any self-insured retention account shall be a segregated
1681 account of the agency and shall be subject to the same
1682 conditions, restrictions, exclusions, obligations, and duties

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1683 included in any and all of the policies of liability insurance
1684 purchased under this paragraph.

1685 3. Unless otherwise specifically provided by general law,
1686 FECR and Brightline, and their respective officers, agents, and
1687 employees, are not officers, agents, employees, or subdivisions
1688 of the state and are not entitled to sovereign immunity.

1689
1690 Neither the assumption by contract to protect, defend,
1691 indemnify, and hold harmless; the purchase of insurance; nor the
1692 establishment of a self-insurance retention fund shall be deemed
1693 to be a waiver of any defense of sovereign immunity for tort
1694 claims or deemed to increase the limits of the agency's
1695 liability for tort claims as provided in s. 768.28.

1696 Section 25. For the purpose of incorporating the amendment
1697 made by this act to section 768.28, Florida Statutes, in a
1698 reference thereto, paragraph (c) of subsection (4) of section
1699 351.03, Florida Statutes, is reenacted to read:

1700 351.03 Railroad-highway grade-crossing warning signs and
1701 signals; audible warnings; exercise of reasonable care; blocking
1702 highways, roads, and streets during darkness.—

1703 (4)

1704 (c) Nothing in this subsection shall be construed to
1705 nullify the liability provisions of s. 768.28.

1706 Section 26. For the purpose of incorporating the amendment
1707 made by this act to section 768.28, Florida Statutes, in a
1708 reference thereto, subsection (6) of section 373.1395, Florida
1709 Statutes, is reenacted to read:

1710 373.1395 Limitation on liability of water management
1711 district with respect to areas made available to the public for

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1712 recreational purposes without charge.-

1713 (6) This section does not relieve any water management
1714 district of any liability that would otherwise exist for gross
1715 negligence or a deliberate, willful, or malicious injury to a
1716 person or property. This section does not create or increase the
1717 liability of any water management district or person beyond that
1718 which is authorized by s. 768.28.

1719 Section 27. For the purpose of incorporating the amendment
1720 made by this act to section 768.28, Florida Statutes, in a
1721 reference thereto, paragraph (a) of subsection (3) of section
1722 375.251, Florida Statutes, is reenacted to read:

1723 375.251 Limitation on liability of persons making available
1724 to public certain areas for recreational purposes without
1725 charge.-

1726 (3) (a) An owner of an area who enters into a written
1727 agreement concerning the area with a state agency for outdoor
1728 recreational purposes, where such agreement recognizes that the
1729 state agency is responsible for personal injury, loss, or damage
1730 resulting in whole or in part from the state agency's use of the
1731 area under the terms of the agreement subject to the limitations
1732 and conditions specified in s. 768.28, owes no duty of care to
1733 keep the area safe for entry or use by others, or to give
1734 warning to persons entering or going on the area of any
1735 hazardous conditions, structures, or activities thereon. An
1736 owner who enters into a written agreement concerning the area
1737 with a state agency for outdoor recreational purposes:

- 1738 1. Is not presumed to extend any assurance that the area is
1739 safe for any purpose;
- 1740 2. Does not incur any duty of care toward a person who goes

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1741 on the area that is subject to the agreement; or

1742 3. Is not liable or responsible for any injury to persons
1743 or property caused by the act or omission of a person who goes
1744 on the area that is subject to the agreement.

1745 Section 28. For the purpose of incorporating the amendment
1746 made by this act to section 768.28, Florida Statutes, in a
1747 reference thereto, subsection (9) of section 381.0056, Florida
1748 Statutes, is reenacted to read:

1749 381.0056 School health services program.—

1750 (9) Any health care entity that provides school health
1751 services under contract with the department pursuant to a school
1752 health services plan developed under this section, and as part
1753 of a school nurse services public-private partnership, is deemed
1754 to be a corporation acting primarily as an instrumentality of
1755 the state solely for the purpose of limiting liability pursuant
1756 to s. 768.28(5). The limitations on tort actions contained in s.
1757 768.28(5) shall apply to any action against the entity with
1758 respect to the provision of school health services, if the
1759 entity is acting within the scope of and pursuant to guidelines
1760 established in the contract or by rule of the department. The
1761 contract must require the entity, or the partnership on behalf
1762 of the entity, to obtain general liability insurance coverage,
1763 with any additional endorsement necessary to insure the entity
1764 for liability assumed by its contract with the department. The
1765 Legislature intends that insurance be purchased by entities, or
1766 by partnerships on behalf of the entity, to cover all liability
1767 claims, and under no circumstances shall the state or the
1768 department be responsible for payment of any claims or defense
1769 costs for claims brought against the entity or its subcontractor

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1770 for services performed under the contract with the department.
1771 This subsection does not preclude consideration by the
1772 Legislature for payment by the state of any claims bill
1773 involving an entity contracting with the department pursuant to
1774 this section.

1775 Section 29. For the purpose of incorporating the amendment
1776 made by this act to section 768.28, Florida Statutes, in a
1777 reference thereto, subsection (3) of section 393.075, Florida
1778 Statutes, is reenacted to read:

1779 393.075 General liability coverage.—

1780 (3) This section shall not be construed as designating or
1781 not designating that a person who owns or operates a foster care
1782 facility or group home facility as described in this section or
1783 any other person is an employee or agent of the state. Nothing
1784 in this section amends, expands, or supersedes the provisions of
1785 s. 768.28.

1786 Section 30. For the purpose of incorporating the amendment
1787 made by this act to section 768.28, Florida Statutes, in a
1788 reference thereto, subsection (7) of section 394.9085, Florida
1789 Statutes, is reenacted to read:

1790 394.9085 Behavioral provider liability.—

1791 (7) This section shall not be construed to waive sovereign
1792 immunity for any governmental unit or other entity protected by
1793 sovereign immunity. Section 768.28 shall continue to apply to
1794 all governmental units and such entities.

1795 Section 31. For the purpose of incorporating the amendment
1796 made by this act to section 768.28, Florida Statutes, in a
1797 reference thereto, paragraph (g) of subsection (10) of section
1798 395.1055, Florida Statutes, is reenacted to read:

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1799 395.1055 Rules and enforcement.—

1800 (10) The agency shall establish a pediatric cardiac
1801 technical advisory panel, pursuant to s. 20.052, to develop
1802 procedures and standards for measuring outcomes of pediatric
1803 cardiac catheterization programs and pediatric cardiovascular
1804 surgery programs.

1805 (g) Panel members are agents of the state for purposes of
1806 s. 768.28 throughout the good faith performance of the duties
1807 assigned to them by the Secretary of Health Care Administration.

1808 Section 32. For the purpose of incorporating the amendment
1809 made by this act to section 768.28, Florida Statutes, in a
1810 reference thereto, paragraph (c) of subsection (17) of section
1811 403.706, Florida Statutes, is reenacted to read:

1812 403.706 Local government solid waste responsibilities.—

1813 (17) To effect the purposes of this part, counties and
1814 municipalities are authorized, in addition to other powers
1815 granted pursuant to this part:

1816 (c) To waive sovereign immunity and immunity from suit in
1817 federal court by vote of the governing body of the county or
1818 municipality to the extent necessary to carry out the authority
1819 granted in paragraphs (a) and (b), notwithstanding the
1820 limitations prescribed in s. 768.28.

1821 Section 33. For the purpose of incorporating the amendment
1822 made by this act to section 768.28, Florida Statutes, in a
1823 reference thereto, paragraph (b) of subsection (15) of section
1824 409.175, Florida Statutes, is reenacted to read:

1825 409.175 Licensure of family foster homes, residential
1826 child-caring agencies, and child-placing agencies; public
1827 records exemption.—

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1828 (15)

1829 (b) This subsection may not be construed as designating or
1830 not designating that a person who owns or operates a family
1831 foster home as described in this subsection or any other person
1832 is an employee or agent of the state. Nothing in this subsection
1833 amends, expands, or supersedes the provisions of s. 768.28.

1834 Section 34. For the purpose of incorporating the amendment
1835 made by this act to section 768.28, Florida Statutes, in
1836 references thereto, subsection (1), paragraph (a) of subsection
1837 (2), and paragraph (a) of subsection (3) of section 409.993,
1838 Florida Statutes, are reenacted to read:

1839 409.993 Lead agencies and subcontractor liability.—

1840 (1) FINDINGS.—

1841 (a) The Legislature finds that the state has traditionally
1842 provided foster care services to children who are the
1843 responsibility of the state. As such, foster children have not
1844 had the right to recover for injuries beyond the limitations
1845 specified in s. 768.28. The Legislature has determined that
1846 foster care and related services should be outsourced pursuant
1847 to this section and that the provision of such services is of
1848 paramount importance to the state. The purpose of such
1849 outsourcing is to increase the level of safety, security, and
1850 stability of children who are or become the responsibility of
1851 the state. One of the components necessary to secure a safe and
1852 stable environment for such children is the requirement that
1853 private providers maintain liability insurance. As such,
1854 insurance needs to be available and remain available to
1855 nongovernmental foster care and related services providers
1856 without the resources of such providers being significantly

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1857 reduced by the cost of maintaining such insurance.

1858 (b) The Legislature further finds that, by requiring the
1859 following minimum levels of insurance, children in outsourced
1860 foster care and related services will gain increased protection
1861 and rights of recovery in the event of injury than currently
1862 provided in s. 768.28.

1863 (2) LEAD AGENCY LIABILITY.—

1864 (a) Other than an entity to which s. 768.28 applies, an
1865 eligible community-based care lead agency, or its employees or
1866 officers, except as otherwise provided in paragraph (b), shall,
1867 as a part of its contract, obtain a minimum of \$1 million per
1868 occurrence with a policy period aggregate limit of \$3 million in
1869 general liability insurance coverage. The lead agency must also
1870 require that staff who transport client children and families in
1871 their personal automobiles in order to carry out their job
1872 responsibilities obtain minimum bodily injury liability
1873 insurance in the amount of \$100,000 per person per any one
1874 automobile accident, and subject to such limits for each person,
1875 \$300,000 for all damages resulting from any one automobile
1876 accident, on their personal automobiles. In lieu of personal
1877 motor vehicle insurance, the lead agency's casualty, liability,
1878 or motor vehicle insurance carrier may provide nonowned
1879 automobile liability coverage. This insurance provides liability
1880 insurance for an automobile that the lead agency uses in
1881 connection with the lead agency's business but does not own,
1882 lease, rent, or borrow. This coverage includes an automobile
1883 owned by an employee of the lead agency or a member of the
1884 employee's household but only while the automobile is used in
1885 connection with the lead agency's business. The nonowned

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1886 automobile coverage for the lead agency applies as excess
1887 coverage over any other collectible insurance. The personal
1888 automobile policy for the employee of the lead agency shall be
1889 primary insurance, and the nonowned automobile coverage of the
1890 lead agency acts as excess insurance to the primary insurance.
1891 The lead agency shall provide a minimum limit of \$1 million in
1892 nonowned automobile coverage. In a tort action brought against
1893 such a lead agency or employee, net economic damages shall be
1894 limited to \$2 million per liability claim and \$200,000 per
1895 automobile claim, including, but not limited to, past and future
1896 medical expenses, wage loss, and loss of earning capacity,
1897 offset by any collateral source payment paid or payable. In any
1898 tort action brought against a lead agency, noneconomic damages
1899 shall be limited to \$400,000 per claim. A claims bill may be
1900 brought on behalf of a claimant pursuant to s. 768.28 for any
1901 amount exceeding the limits specified in this paragraph. Any
1902 offset of collateral source payments made as of the date of the
1903 settlement or judgment shall be in accordance with s. 768.76.
1904 The lead agency is not liable in tort for the acts or omissions
1905 of its subcontractors or the officers, agents, or employees of
1906 its subcontractors.

1907 (3) SUBCONTRACTOR LIABILITY.—

1908 (a) A subcontractor of an eligible community-based care
1909 lead agency that is a direct provider of foster care and related
1910 services to children and families, and its employees or
1911 officers, except as otherwise provided in paragraph (c), must,
1912 as a part of its contract, obtain a minimum of \$1 million per
1913 occurrence with a policy period aggregate limit of \$3 million in
1914 general liability insurance coverage. The subcontractor of a

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1915 lead agency must also require that staff who transport client
1916 children and families in their personal automobiles in order to
1917 carry out their job responsibilities obtain minimum bodily
1918 injury liability insurance in the amount of \$100,000 per person
1919 in any one automobile accident, and subject to such limits for
1920 each person, \$300,000 for all damages resulting from any one
1921 automobile accident, on their personal automobiles. In lieu of
1922 personal motor vehicle insurance, the subcontractor's casualty,
1923 liability, or motor vehicle insurance carrier may provide
1924 nonowned automobile liability coverage. This insurance provides
1925 liability insurance for automobiles that the subcontractor uses
1926 in connection with the subcontractor's business but does not
1927 own, lease, rent, or borrow. This coverage includes automobiles
1928 owned by the employees of the subcontractor or a member of the
1929 employee's household but only while the automobiles are used in
1930 connection with the subcontractor's business. The nonowned
1931 automobile coverage for the subcontractor applies as excess
1932 coverage over any other collectible insurance. The personal
1933 automobile policy for the employee of the subcontractor shall be
1934 primary insurance, and the nonowned automobile coverage of the
1935 subcontractor acts as excess insurance to the primary insurance.
1936 The subcontractor shall provide a minimum limit of \$1 million in
1937 nonowned automobile coverage. In a tort action brought against
1938 such subcontractor or employee, net economic damages shall be
1939 limited to \$2 million per liability claim and \$200,000 per
1940 automobile claim, including, but not limited to, past and future
1941 medical expenses, wage loss, and loss of earning capacity,
1942 offset by any collateral source payment paid or payable. In a
1943 tort action brought against such subcontractor, noneconomic

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1944 damages shall be limited to \$400,000 per claim. A claims bill
 1945 may be brought on behalf of a claimant pursuant to s. 768.28 for
 1946 any amount exceeding the limits specified in this paragraph. Any
 1947 offset of collateral source payments made as of the date of the
 1948 settlement or judgment shall be in accordance with s. 768.76.

1949 Section 35. For the purpose of incorporating the amendment
 1950 made by this act to section 768.28, Florida Statutes, in a
 1951 reference thereto, subsection (8) of section 420.504, Florida
 1952 Statutes, is reenacted to read:

1953 420.504 Public corporation; creation, membership, terms,
 1954 expenses.—

1955 (8) The corporation is a corporation primarily acting as an
 1956 instrumentality of the state, within the meaning of s. 768.28.

1957 Section 36. For the purpose of incorporating the amendment
 1958 made by this act to section 768.28, Florida Statutes, in a
 1959 reference thereto, subsection (3) of section 455.221, Florida
 1960 Statutes, is reenacted to read:

1961 455.221 Legal and investigative services.—

1962 (3) Any person retained by the department under contract to
 1963 review materials, make site visits, or provide expert testimony
 1964 regarding any complaint or application filed with the department
 1965 relating to a profession under the jurisdiction of the
 1966 department shall be considered an agent of the department in
 1967 determining the state insurance coverage and sovereign immunity
 1968 protection applicability of ss. 284.31 and 768.28.

1969 Section 37. For the purpose of incorporating the amendment
 1970 made by this act to section 768.28, Florida Statutes, in a
 1971 reference thereto, subsection (5) of section 455.32, Florida
 1972 Statutes, is reenacted to read:

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1973 455.32 Management Privatization Act.—

1974 (5) Any such corporation may hire staff as necessary to
 1975 carry out its functions. Such staff are not public employees for
 1976 the purposes of chapter 110 or chapter 112, except that the
 1977 board of directors and the employees of the corporation are
 1978 subject to the provisions of s. 112.061 and part III of chapter
 1979 112. The provisions of s. 768.28 apply to each such corporation,
 1980 which is deemed to be a corporation primarily acting as an
 1981 instrumentality of the state but which is not an agency within
 1982 the meaning of s. 20.03(1).

1983 Section 38. For the purpose of incorporating the amendment
 1984 made by this act to section 768.28, Florida Statutes, in a
 1985 reference thereto, subsection (3) of section 456.009, Florida
 1986 Statutes, is reenacted to read:

1987 456.009 Legal and investigative services.—

1988 (3) Any person retained by the department under contract to
 1989 review materials, make site visits, or provide expert testimony
 1990 regarding any complaint or application filed with the department
 1991 relating to a profession under the jurisdiction of the
 1992 department shall be considered an agent of the department in
 1993 determining the state insurance coverage and sovereign immunity
 1994 protection applicability of ss. 284.31 and 768.28.

1995 Section 39. For the purpose of incorporating the amendment
 1996 made by this act to section 768.28, Florida Statutes, in a
 1997 reference thereto, paragraph (a) of subsection (15) of section
 1998 456.076, Florida Statutes, is reenacted to read:

1999 456.076 Impaired practitioner programs.—

2000 (15) (a) A consultant retained pursuant to this section and
 2001 a consultant's directors, officers, employees, or agents shall

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2002 be considered agents of the department for purposes of s. 768.28
2003 while acting within the scope of the consultant's duties under
2004 the contract with the department.

2005 Section 40. For the purpose of incorporating the amendment
2006 made by this act to section 768.28, Florida Statutes, in a
2007 reference thereto, subsection (3) of section 471.038, Florida
2008 Statutes, is reenacted to read:

2009 471.038 Florida Engineers Management Corporation.—

2010 (3) The Florida Engineers Management Corporation is created
2011 to provide administrative, investigative, and prosecutorial
2012 services to the board in accordance with the provisions of
2013 chapter 455 and this chapter. The management corporation may
2014 hire staff as necessary to carry out its functions. Such staff
2015 are not public employees for the purposes of chapter 110 or
2016 chapter 112, except that the board of directors and the staff
2017 are subject to the provisions of s. 112.061. The provisions of
2018 s. 768.28 apply to the management corporation, which is deemed
2019 to be a corporation primarily acting as an instrumentality of
2020 the state, but which is not an agency within the meaning of s.
2021 20.03(1). The management corporation shall:

2022 (a) Be a Florida corporation not for profit, incorporated
2023 under the provisions of chapter 617.

2024 (b) Provide administrative, investigative, and
2025 prosecutorial services to the board in accordance with the
2026 provisions of chapter 455, this chapter, and the contract
2027 required by this section.

2028 (c) Receive, hold, and administer property and make only
2029 prudent expenditures directly related to the responsibilities of
2030 the board, and in accordance with the contract required by this

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2031 section.

2032 (d) Be approved by the board, and the department, to
2033 operate for the benefit of the board and in the best interest of
2034 the state.

2035 (e) Operate under a fiscal year that begins on July 1 of
2036 each year and ends on June 30 of the following year.

2037 (f) Have a seven-member board of directors, five of whom
2038 are to be appointed by the board and must be registrants
2039 regulated by the board and two of whom are to be appointed by
2040 the secretary and must be laypersons not regulated by the board.
2041 All appointments shall be for 4-year terms. No member shall
2042 serve more than two consecutive terms. Failure to attend three
2043 consecutive meetings shall be deemed a resignation from the
2044 board, and the vacancy shall be filled by a new appointment.

2045 (g) Select its officers in accordance with its bylaws. The
2046 members of the board of directors who were appointed by the
2047 board may be removed by the board.

2048 (h) Select the president of the management corporation, who
2049 shall also serve as executive director to the board, subject to
2050 approval of the board.

2051 (i) Use a portion of the interest derived from the
2052 management corporation account to offset the costs associated
2053 with the use of credit cards for payment of fees by applicants
2054 or licensees.

2055 (j) Operate under a written contract with the department
2056 which is approved by the board. The contract must provide for,
2057 but is not limited to:

2058 1. Submission by the management corporation of an annual
2059 budget that complies with board rules for approval by the board

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2060 and the department.

2061 2. Annual certification by the board and the department
2062 that the management corporation is complying with the terms of
2063 the contract in a manner consistent with the goals and purposes
2064 of the board and in the best interest of the state. This
2065 certification must be reported in the board's minutes. The
2066 contract must also provide for methods and mechanisms to resolve
2067 any situation in which the certification process determines
2068 noncompliance.

2069 3. Funding of the management corporation through
2070 appropriations allocated to the regulation of professional
2071 engineers from the Professional Regulation Trust Fund.

2072 4. The reversion to the board, or the state if the board
2073 ceases to exist, of moneys, records, data, and property held in
2074 trust by the management corporation for the benefit of the
2075 board, if the management corporation is no longer approved to
2076 operate for the board or the board ceases to exist. All records
2077 and data in a computerized database shall be returned to the
2078 department in a form that is compatible with the computerized
2079 database of the department.

2080 5. The securing and maintaining by the management
2081 corporation, during the term of the contract and for all acts
2082 performed during the term of the contract, of all liability
2083 insurance coverages in an amount to be approved by the board to
2084 defend, indemnify, and hold harmless the management corporation
2085 and its officers and employees, the department and its
2086 employees, and the state against all claims arising from state
2087 and federal laws. Such insurance coverage must be with insurers
2088 qualified and doing business in the state. The management

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2089 corporation must provide proof of insurance to the department.
2090 The department and its employees and the state are exempt from
2091 and are not liable for any sum of money which represents a
2092 deductible, which sums shall be the sole responsibility of the
2093 management corporation. Violation of this subparagraph shall be
2094 grounds for terminating the contract.

2095 6. Payment by the management corporation, out of its
2096 allocated budget, to the department of all costs of
2097 representation by the board counsel, including salary and
2098 benefits, travel, and any other compensation traditionally paid
2099 by the department to other board counsel.

2100 7. Payment by the management corporation, out of its
2101 allocated budget, to the department of all costs incurred by the
2102 management corporation or the board for the Division of
2103 Administrative Hearings of the Department of Management Services
2104 and any other cost for utilization of these state services.

2105 8. Payment by the management corporation, out of its
2106 allocated budget, to the department of reasonable costs
2107 associated with the contract monitor.

2108 (k) Provide for an annual financial audit of its financial
2109 accounts and records by an independent certified public
2110 accountant. The annual audit report shall include a management
2111 letter in accordance with s. 11.45 and a detailed supplemental
2112 schedule of expenditures for each expenditure category. The
2113 annual audit report must be submitted to the board, the
2114 department, and the Auditor General for review.

2115 (l) Provide for persons not employed by the corporation who
2116 are charged with the responsibility of receiving and depositing
2117 fee and fine revenues to have a faithful performance bond in

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2118 such an amount and according to such terms as shall be
2119 determined in the contract.

2120 (m) Submit to the secretary, the board, and the
2121 Legislature, on or before October 1 of each year, a report on
2122 the status of the corporation which includes, but is not limited
2123 to, information concerning the programs and funds that have been
2124 transferred to the corporation. The report must include: the
2125 number of license applications received; the number approved and
2126 denied and the number of licenses issued; the number of
2127 examinations administered and the number of applicants who
2128 passed or failed the examination; the number of complaints
2129 received; the number determined to be legally sufficient; the
2130 number dismissed; the number determined to have probable cause;
2131 the number of administrative complaints issued and the status of
2132 the complaints; and the number and nature of disciplinary
2133 actions taken by the board.

2134 (n) Develop and submit to the department, performance
2135 standards and measurable outcomes for the board to adopt by rule
2136 in order to facilitate efficient and cost-effective regulation.

2137 Section 41. For the purpose of incorporating the amendment
2138 made by this act to section 768.28, Florida Statutes, in a
2139 reference thereto, paragraph (b) of subsection (11) of section
2140 472.006, Florida Statutes, is reenacted to read:

2141 472.006 Department; powers and duties.—The department
2142 shall:

2143 (11) Provide legal counsel for the board by contracting
2144 with the Department of Legal Affairs, by retaining private
2145 counsel pursuant to s. 287.059, or by providing department staff
2146 counsel. The board shall periodically review and evaluate the

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2147 services provided by its board counsel. Fees and costs of such
2148 counsel shall be paid from the General Inspection Trust Fund,
2149 subject to ss. 215.37 and 472.011. All contracts for independent
2150 legal counsel must provide for periodic review and evaluation by
2151 the board and the department of services provided.

2152 (b) Any person retained by the department under contract to
2153 review materials, make site visits, or provide expert testimony
2154 regarding any complaint or application filed with the department
2155 relating to the practice of surveying and mapping shall be
2156 considered an agent of the department in determining the state
2157 insurance coverage and sovereign immunity protection
2158 applicability of ss. 284.31 and 768.28.

2159 Section 42. For the purpose of incorporating the amendment
2160 made by this act to section 768.28, Florida Statutes, in a
2161 reference thereto, subsection (7) of section 497.167, Florida
2162 Statutes, is reenacted to read:

2163 497.167 Administrative matters.—

2164 (7) Any person retained by the department under contract to
2165 review materials, make site visits, or provide expert testimony
2166 regarding any complaint or application filed with the
2167 department, relating to regulation under this chapter, shall be
2168 considered an agent of the department in determining the state
2169 insurance coverage and sovereign immunity protection
2170 applicability of ss. 284.31 and 768.28.

2171 Section 43. For the purpose of incorporating the amendment
2172 made by this act to section 768.28, Florida Statutes, in a
2173 reference thereto, subsection (2) of section 513.118, Florida
2174 Statutes, is reenacted to read:

2175 513.118 Conduct on premises; refusal of service.—

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2176 (2) The operator of a recreational vehicle park may request
2177 that a transient guest or visitor who violates subsection (1)
2178 leave the premises immediately. A person who refuses to leave
2179 the premises commits the offense of trespass as provided in s.
2180 810.08, and the operator may call a law enforcement officer to
2181 have the person and his or her property removed under the
2182 supervision of the officer. A law enforcement officer is not
2183 liable for any claim involving the removal of the person or
2184 property from the recreational vehicle park under this section,
2185 except as provided in s. 768.28. If conditions do not allow for
2186 immediate removal of the person's property, he or she may
2187 arrange a reasonable time, not to exceed 48 hours, with the
2188 operator to come remove the property, accompanied by a law
2189 enforcement officer.

2190 Section 44. For the purpose of incorporating the amendment
2191 made by this act to section 768.28, Florida Statutes, in a
2192 reference thereto, subsection (1) of section 548.046, Florida
2193 Statutes, is reenacted to read:

2194 548.046 Physician's attendance at match; examinations;
2195 cancellation of match.—

2196 (1) The commission, or the commission representative, shall
2197 assign to each match at least one physician who shall observe
2198 the physical condition of the participants and advise the
2199 commissioner or commission representative in charge and the
2200 referee of the participants' conditions before, during, and
2201 after the match. The commission shall establish a schedule of
2202 fees for the physician's services. The physician's fee shall be
2203 paid by the promoter of the match attended by the physician. The
2204 physician shall be considered an agent of the commission in

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2205 determining the state insurance coverage and sovereign immunity
2206 protection applicability of ss. 284.31 and 768.28.

2207 Section 45. For the purpose of incorporating the amendment
2208 made by this act to section 768.28, Florida Statutes, in a
2209 reference thereto, subsection (8) of section 556.106, Florida
2210 Statutes, is reenacted to read:

2211 556.106 Liability of the member operator, excavator, and
2212 system.—

2213 (8) Any liability of the state, its agencies, or its
2214 subdivisions which arises out of this chapter is subject to the
2215 provisions of s. 768.28.

2216 Section 46. For the purpose of incorporating the amendment
2217 made by this act to section 768.28, Florida Statutes, in a
2218 reference thereto, paragraph (e) of subsection (4) of section
2219 589.19, Florida Statutes, is reenacted to read:

2220 589.19 Creation of certain state forests; naming of certain
2221 state forests; Operation Outdoor Freedom Program.—

2222 (4)

2223 (e)1. A private landowner who provides land for designation
2224 and use as an Operation Outdoor Freedom Program hunting site
2225 shall have limited liability pursuant to s. 375.251.

2226 2. A private landowner who consents to the designation and
2227 use of land as part of the Operation Outdoor Freedom Program
2228 without compensation shall be considered a volunteer, as defined
2229 in s. 110.501, and shall be covered by state liability
2230 protection pursuant to s. 768.28, including s. 768.28(9).

2231 3. This subsection does not:

2232 a. Relieve any person of liability that would otherwise
2233 exist for deliberate, willful, or malicious injury to persons or

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2234 property.

2235 b. Create or increase the liability of any person.

2236 Section 47. For the purpose of incorporating the amendment
2237 made by this act to section 768.28, Florida Statutes, in
2238 references thereto, subsections (3) and (4) of section 627.7491,
2239 Florida Statutes, are reenacted to read:

2240 627.7491 Official law enforcement vehicles; motor vehicle
2241 insurance requirements.—

2242 (3) Any suit or action brought or maintained against an
2243 employing agency for damages arising out of tort pursuant to
2244 this section, including, without limitation, any claim arising
2245 upon account of an act causing loss of property, personal
2246 injury, or death, shall be subject to the limitations provided
2247 in s. 768.28(5).

2248 (4) The requirements of this section may be met by any
2249 method authorized by s. 768.28(16).

2250 Section 48. For the purpose of incorporating the amendment
2251 made by this act to section 768.28, Florida Statutes, in a
2252 reference thereto, paragraph (c) of subsection (2) of section
2253 723.0611, Florida Statutes, is reenacted to read:

2254 723.0611 Florida Mobile Home Relocation Corporation.—

2255 (2)

2256 (c) The corporation shall, for purposes of s. 768.28, be
2257 considered an agency of the state. Agents or employees of the
2258 corporation, members of the board of directors of the
2259 corporation, or representatives of the Division of Florida
2260 Condominiums, Timeshares, and Mobile Homes shall be considered
2261 officers, employees, or agents of the state, and actions against
2262 them and the corporation shall be governed by s. 768.28.

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2263 Section 49. For the purpose of incorporating the amendment
2264 made by this act to section 768.28, Florida Statutes, in a
2265 reference thereto, subsection (5) of section 760.11, Florida
2266 Statutes, is reenacted to read:

2267 760.11 Administrative and civil remedies; construction.—

2268 (5) In any civil action brought under this section, the
2269 court may issue an order prohibiting the discriminatory practice
2270 and providing affirmative relief from the effects of the
2271 practice, including back pay. The court may also award
2272 compensatory damages, including, but not limited to, damages for
2273 mental anguish, loss of dignity, and any other intangible
2274 injuries, and punitive damages. The provisions of ss. 768.72 and
2275 768.73 do not apply to this section. The judgment for the total
2276 amount of punitive damages awarded under this section to an
2277 aggrieved person shall not exceed \$100,000. In any action or
2278 proceeding under this subsection, the court, in its discretion,
2279 may allow the prevailing party a reasonable attorney's fee as
2280 part of the costs. It is the intent of the Legislature that this
2281 provision for attorney's fees be interpreted in a manner
2282 consistent with federal case law involving a Title VII action.
2283 The right to trial by jury is preserved in any such private
2284 right of action in which the aggrieved person is seeking
2285 compensatory or punitive damages, and any party may demand a
2286 trial by jury. The commission's determination of reasonable
2287 cause is not admissible into evidence in any civil proceeding,
2288 including any hearing or trial, except to establish for the
2289 court the right to maintain the private right of action. A civil
2290 action brought under this section shall be commenced no later
2291 than 1 year after the date of determination of reasonable cause

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2292 by the commission. The commencement of such action shall divest
2293 the commission of jurisdiction of the complaint, except that the
2294 commission may intervene in the civil action as a matter of
2295 right. Notwithstanding the above, the state and its agencies and
2296 subdivisions shall not be liable for punitive damages. The total
2297 amount of recovery against the state and its agencies and
2298 subdivisions shall not exceed the limitation as set forth in s.
2299 768.28(5).

2300 Section 50. For the purpose of incorporating the amendment
2301 made by this act to section 768.28, Florida Statutes, in a
2302 reference thereto, subsection (4) of section 766.1115, Florida
2303 Statutes, is reenacted to read:

2304 766.1115 Health care providers; creation of agency
2305 relationship with governmental contractors.-

2306 (4) CONTRACT REQUIREMENTS.-A health care provider that
2307 executes a contract with a governmental contractor to deliver
2308 health care services on or after April 17, 1992, as an agent of
2309 the governmental contractor is an agent for purposes of s.
2310 768.28(9), while acting within the scope of duties under the
2311 contract, if the contract complies with the requirements of this
2312 section and regardless of whether the individual treated is
2313 later found to be ineligible. A health care provider shall
2314 continue to be an agent for purposes of s. 768.28(9) for 30 days
2315 after a determination of ineligibility to allow for treatment
2316 until the individual transitions to treatment by another health
2317 care provider. A health care provider under contract with the
2318 state may not be named as a defendant in any action arising out
2319 of medical care or treatment provided on or after April 17,
2320 1992, under contracts entered into under this section. The

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2321 contract must provide that:

2322 (a) The right of dismissal or termination of any health
2323 care provider delivering services under the contract is retained
2324 by the governmental contractor.

2325 (b) The governmental contractor has access to the patient
2326 records of any health care provider delivering services under
2327 the contract.

2328 (c) Adverse incidents and information on treatment outcomes
2329 must be reported by any health care provider to the governmental
2330 contractor if the incidents and information pertain to a patient
2331 treated under the contract. The health care provider shall
2332 submit the reports required by s. 395.0197. If an incident
2333 involves a professional licensed by the Department of Health or
2334 a facility licensed by the Agency for Health Care
2335 Administration, the governmental contractor shall submit such
2336 incident reports to the appropriate department or agency, which
2337 shall review each incident and determine whether it involves
2338 conduct by the licensee that is subject to disciplinary action.
2339 All patient medical records and any identifying information
2340 contained in adverse incident reports and treatment outcomes
2341 which are obtained by governmental entities under this paragraph
2342 are confidential and exempt from the provisions of s. 119.07(1)
2343 and s. 24(a), Art. I of the State Constitution.

2344 (d) Patient selection and initial referral must be made by
2345 the governmental contractor or the provider. Patients may not be
2346 transferred to the provider based on a violation of the
2347 antidumping provisions of the Omnibus Budget Reconciliation Act
2348 of 1989, the Omnibus Budget Reconciliation Act of 1990, or
2349 chapter 395.

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2350 (e) If emergency care is required, the patient need not be
2351 referred before receiving treatment, but must be referred within
2352 48 hours after treatment is commenced or within 48 hours after
2353 the patient has the mental capacity to consent to treatment,
2354 whichever occurs later.

2355 (f) The provider is subject to supervision and regular
2356 inspection by the governmental contractor.

2357 (g) As an agent of the governmental contractor for purposes
2358 of s. 768.28(9), while acting within the scope of duties under
2359 the contract, a health care provider licensed under chapter 466
2360 may allow a patient, or a parent or guardian of the patient, to
2361 voluntarily contribute a monetary amount to cover costs of
2362 dental laboratory work related to the services provided to the
2363 patient. This contribution may not exceed the actual cost of the
2364 dental laboratory charges.

2365
2366 A governmental contractor that is also a health care provider is
2367 not required to enter into a contract under this section with
2368 respect to the health care services delivered by its employees.

2369 Section 51. For the purpose of incorporating the amendment
2370 made by this act to section 768.28, Florida Statutes, in a
2371 reference thereto, subsection (2) of section 766.112, Florida
2372 Statutes, is reenacted to read:

2373 766.112 Comparative fault.—

2374 (2) In an action for damages for personal injury or
2375 wrongful death arising out of medical negligence, whether in
2376 contract or tort, when an apportionment of damages pursuant to
2377 s. 768.81 is attributed to a board of trustees of a state
2378 university, the court shall enter judgment against the board of

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2379 trustees on the basis of the board's percentage of fault and not
2380 on the basis of the doctrine of joint and several liability. The
2381 sole remedy available to a claimant to collect a judgment or
2382 settlement against a board of trustees, subject to the
2383 provisions of this subsection, shall be pursuant to s. 768.28.

2384 Section 52. For the purpose of incorporating the amendment
2385 made by this act to section 768.28, Florida Statutes, in a
2386 reference thereto, subsection (3) of section 768.1355, Florida
2387 Statutes, is reenacted to read:

2388 768.1355 Florida Volunteer Protection Act.—

2389 (3) Members of elected or appointed boards, councils, and
2390 commissions of the state, counties, municipalities, authorities,
2391 and special districts shall incur no civil liability and shall
2392 have immunity from suit as provided in s. 768.28 for acts or
2393 omissions by members relating to members' conduct of their
2394 official duties. It is the intent of the Legislature to
2395 encourage our best and brightest people to serve on elected and
2396 appointed boards, councils, and commissions.

2397 Section 53. For the purpose of incorporating the amendment
2398 made by this act to section 768.28, Florida Statutes, in a
2399 reference thereto, subsection (7) of section 768.1382, Florida
2400 Statutes, is reenacted to read:

2401 768.1382 Streetlights, security lights, and other similar
2402 illumination; limitation on liability.—

2403 (7) In the event that there is any conflict between this
2404 section and s. 768.81, or any other section of the Florida
2405 Statutes, this section shall control. Further, nothing in this
2406 section shall impact or waive any provision of s. 768.28.

2407 Section 54. For the purpose of incorporating the amendment

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2408 made by this act to section 768.28, Florida Statutes, in a
2409 reference thereto, subsection (4) of section 768.295, Florida
2410 Statutes, is reenacted to read:

2411 768.295 Strategic Lawsuits Against Public Participation
2412 (SLAPP) prohibited.—

2413 (4) A person or entity sued by a governmental entity or
2414 another person in violation of this section has a right to an
2415 expeditious resolution of a claim that the suit is in violation
2416 of this section. A person or entity may move the court for an
2417 order dismissing the action or granting final judgment in favor
2418 of that person or entity. The person or entity may file a motion
2419 for summary judgment, together with supplemental affidavits,
2420 seeking a determination that the claimant's or governmental
2421 entity's lawsuit has been brought in violation of this section.
2422 The claimant or governmental entity shall thereafter file a
2423 response and any supplemental affidavits. As soon as
2424 practicable, the court shall set a hearing on the motion, which
2425 shall be held at the earliest possible time after the filing of
2426 the claimant's or governmental entity's response. The court may
2427 award, subject to the limitations in s. 768.28, the party sued
2428 by a governmental entity actual damages arising from a
2429 governmental entity's violation of this section. The court shall
2430 award the prevailing party reasonable attorney fees and costs
2431 incurred in connection with a claim that an action was filed in
2432 violation of this section.

2433 Section 55. For the purpose of incorporating the amendment
2434 made by this act to section 768.28, Florida Statutes, in a
2435 reference thereto, section 946.5026, Florida Statutes, is
2436 reenacted to read:

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2437 946.5026 Sovereign immunity in tort actions.—The provisions
2438 of s. 768.28 shall be applicable to the corporation established
2439 under this part, which is deemed to be a corporation primarily
2440 acting as an instrumentality of the state.

2441 Section 56. For the purpose of incorporating the amendment
2442 made by this act to section 768.28, Florida Statutes, in a
2443 reference thereto, subsection (3) of section 946.514, Florida
2444 Statutes, is reenacted to read:

2445 946.514 Civil rights of inmates; inmates not state
2446 employees; liability of corporation for inmate injuries.—

2447 (3) The corporation is liable for inmate injury to the
2448 extent specified in s. 768.28; however, the members of the board
2449 of directors are not individually liable to any inmate for any
2450 injury sustained in any correctional work program operated by
2451 the corporation.

2452 Section 57. For the purpose of incorporating the amendment
2453 made by this act to section 768.28, Florida Statutes, in a
2454 reference thereto, subsection (8) of section 961.06, Florida
2455 Statutes, is reenacted to read:

2456 961.06 Compensation for wrongful incarceration.—

2457 (8) Any payment made under this act does not constitute a
2458 waiver of any defense of sovereign immunity or an increase in
2459 the limits of liability on behalf of the state or any person
2460 subject to s. 768.28 or any other law.

2461 Section 58. For the purpose of incorporating the amendment
2462 made by this act to section 768.28, Florida Statutes, in a
2463 reference thereto, subsection (3) of section 984.09, Florida
2464 Statutes, is reenacted to read:

2465 984.09 Punishment for contempt of court; alternative

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2466 sanctions.-

2467 (3) ALTERNATIVE SANCTIONS.—Upon determining that a child
2468 has committed direct contempt of court or indirect contempt of a
2469 valid court order, the court may immediately request the circuit
2470 alternative sanctions coordinator to recommend the most
2471 appropriate available alternative sanction and shall order the
2472 child to perform up to 50 hours of community service or a
2473 similar alternative sanction, unless an alternative sanction is
2474 unavailable or inappropriate, or unless the child has failed to
2475 comply with a prior alternative sanction. Alternative contempt
2476 sanctions may be provided by local industry or by any nonprofit
2477 organization or any public or private business or service entity
2478 that has entered into a contract with the department to act as
2479 an agent of the state to provide voluntary supervision of
2480 children on behalf of the state in exchange for the labor of
2481 children and limited immunity in accordance with s. 768.28(11).

2482 Section 59. For the purpose of incorporating the amendment
2483 made by this act to section 768.28, Florida Statutes, in a
2484 reference thereto, paragraph (h) of subsection (12) of section
2485 1002.33, Florida Statutes, is reenacted to read:

2486 1002.33 Charter schools.—

2487 (12) EMPLOYEES OF CHARTER SCHOOLS.—

2488 (h) For the purposes of tort liability, the charter school,
2489 including its governing body and employees, shall be governed by
2490 s. 768.28. This paragraph does not include any for-profit entity
2491 contracted by the charter school or its governing body.

2492 Section 60. For the purpose of incorporating the amendment
2493 made by this act to section 768.28, Florida Statutes, in a
2494 reference thereto, paragraph (b) of subsection (6) of section

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2495 1002.333, Florida Statutes, is reenacted to read:

2496 1002.333 Persistently low-performing schools.—

2497 (6) STATUTORY AUTHORITY.—

2498 (b) For the purposes of tort liability, the hope operator,
 2499 the school of hope, and its employees or agents shall be
 2500 governed by s. 768.28. The sponsor shall not be liable for civil
 2501 damages under state law for the employment actions or personal
 2502 injury, property damage, or death resulting from an act or
 2503 omission of a hope operator, the school of hope, or its
 2504 employees or agents. This paragraph does not include any for-
 2505 profit entity contracted by the charter school or its governing
 2506 body.

2507 Section 61. For the purpose of incorporating the amendment
 2508 made by this act to section 768.28, Florida Statutes, in a
 2509 reference thereto, subsection (17) of section 1002.34, Florida
 2510 Statutes, is reenacted to read:

2511 1002.34 Charter technical career centers.—

2512 (17) IMMUNITY.—For the purposes of tort liability, the
 2513 governing body and employees of a center are governed by s.
 2514 768.28.

2515 Section 62. For the purpose of incorporating the amendment
 2516 made by this act to section 768.28, Florida Statutes, in a
 2517 reference thereto, subsection (2) of section 1002.37, Florida
 2518 Statutes, is reenacted to read:

2519 1002.37 The Florida Virtual School.—

2520 (2) The Florida Virtual School shall be governed by a board
 2521 of trustees comprised of seven members appointed by the Governor
 2522 to 4-year staggered terms. The board of trustees shall be a
 2523 public agency entitled to sovereign immunity pursuant to s.

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2524 768.28, and board members shall be public officers who shall
2525 bear fiduciary responsibility for the Florida Virtual School.
2526 The board of trustees shall have the following powers and
2527 duties:

2528 (a)1. The board of trustees shall meet at least 4 times
2529 each year, upon the call of the chair, or at the request of a
2530 majority of the membership.

2531 2. The fiscal year for the Florida Virtual School shall be
2532 the state fiscal year as provided in s. 216.011(1)(q).

2533 (b) The board of trustees shall be responsible for the
2534 Florida Virtual School's development of a state-of-the-art
2535 technology-based education delivery system that is cost-
2536 effective, educationally sound, marketable, and capable of
2537 sustaining a self-sufficient delivery system through the Florida
2538 Education Finance Program.

2539 (c) The board of trustees shall aggressively seek avenues
2540 to generate revenue to support its future endeavors, and shall
2541 enter into agreements with distance learning providers. The
2542 board of trustees may acquire, enjoy, use, and dispose of
2543 patents, copyrights, and trademarks and any licenses and other
2544 rights or interests thereunder or therein. Ownership of all such
2545 patents, copyrights, trademarks, licenses, and rights or
2546 interests thereunder or therein shall vest in the state, with
2547 the board of trustees having full right of use and full right to
2548 retain the revenues derived therefrom. Any funds realized from
2549 patents, copyrights, trademarks, or licenses shall be considered
2550 internal funds as provided in s. 1011.07. Such funds shall be
2551 used to support the school's marketing and research and
2552 development activities in order to improve courseware and

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2553 services to its students.

2554 (d) The board of trustees shall be responsible for the
2555 administration and control of all local school funds derived
2556 from all activities or sources and shall prescribe the
2557 principles and procedures to be followed in administering these
2558 funds.

2559 (e) The Florida Virtual School may accrue supplemental
2560 revenue from supplemental support organizations, which include,
2561 but are not limited to, alumni associations, foundations,
2562 parent-teacher associations, and booster associations. The
2563 governing body of each supplemental support organization shall
2564 recommend the expenditure of moneys collected by the
2565 organization for the benefit of the school. Such expenditures
2566 shall be contingent upon the review of the executive director.
2567 The executive director may override any proposed expenditure of
2568 the organization that would violate Florida law or breach sound
2569 educational management.

2570 (f) In accordance with law and rules of the State Board of
2571 Education, the board of trustees shall administer and maintain
2572 personnel programs for all employees of the board of trustees
2573 and the Florida Virtual School. The board of trustees may adopt
2574 rules, policies, and procedures related to the appointment,
2575 employment, and removal of personnel.

2576 1. The board of trustees shall determine the compensation,
2577 including salaries and fringe benefits, and other conditions of
2578 employment for such personnel.

2579 2. The board of trustees may establish and maintain a
2580 personnel loan or exchange program by which persons employed by
2581 the board of trustees for the Florida Virtual School as academic

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2582 administrative and instructional staff may be loaned to, or
2583 exchanged with persons employed in like capacities by, public
2584 agencies either within or without this state, or by private
2585 industry. With respect to public agency employees, the program
2586 authorized by this subparagraph shall be consistent with the
2587 requirements of part II of chapter 112. The salary and benefits
2588 of board of trustees personnel participating in the loan or
2589 exchange program shall be continued during the period of time
2590 they participate in a loan or exchange program, and such
2591 personnel shall be deemed to have no break in creditable or
2592 continuous service or employment during such time. The salary
2593 and benefits of persons participating in the personnel loan or
2594 exchange program who are employed by public agencies or private
2595 industry shall be paid by the originating employers of those
2596 participants, and such personnel shall be deemed to have no
2597 break in creditable or continuous service or employment during
2598 such time.

2599 3. The employment of all Florida Virtual School academic
2600 administrative and instructional personnel shall be subject to
2601 rejection for cause by the board of trustees, and shall be
2602 subject to policies of the board of trustees relative to
2603 certification, tenure, leaves of absence, sabbaticals,
2604 remuneration, and such other conditions of employment as the
2605 board of trustees deems necessary and proper, not inconsistent
2606 with law.

2607 4. Each person employed by the board of trustees in an
2608 academic administrative or instructional capacity with the
2609 Florida Virtual School shall be entitled to a contract as
2610 provided by rules of the board of trustees.

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2611 5. All employees except temporary, seasonal, and student
2612 employees may be state employees for the purpose of being
2613 eligible to participate in the Florida Retirement System and
2614 receive benefits. The classification and pay plan, including
2615 terminal leave and other benefits, and any amendments thereto,
2616 shall be subject to review and approval by the Department of
2617 Management Services and the Executive Office of the Governor
2618 prior to adoption.

2619 (g) The board of trustees shall establish priorities for
2620 admission of students in accordance with paragraph (1) (b).

2621 (h) The board of trustees shall establish and distribute to
2622 all school districts and high schools in the state procedures
2623 for enrollment of students in courses offered by the Florida
2624 Virtual School.

2625 (i) The board of trustees shall establish criteria defining
2626 the elements of an approved franchise. The board of trustees may
2627 enter into franchise agreements with Florida district school
2628 boards and may establish the terms and conditions governing such
2629 agreements. The board of trustees shall establish the
2630 performance and accountability measures and report the
2631 performance of each school district franchise to the
2632 Commissioner of Education.

2633 (j) The board of trustees shall submit to the State Board
2634 of Education both forecasted and actual enrollments and credit
2635 completions for the Florida Virtual School, according to
2636 procedures established by the State Board of Education. At a
2637 minimum, such procedures must include the number of public,
2638 private, and home education students served by program and by
2639 county of residence.

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2640 (k) The board of trustees shall provide for the content and
2641 custody of student and employee personnel records. Student
2642 records shall be subject to the provisions of s. 1002.22.
2643 Employee records shall be subject to the provisions of s.
2644 1012.31.

2645 (l) The financial records and accounts of the Florida
2646 Virtual School shall be maintained under the direction of the
2647 board of trustees and under rules adopted by the State Board of
2648 Education for the uniform system of financial records and
2649 accounts for the schools of the state.

2650
2651 The Governor shall designate the initial chair of the board of
2652 trustees to serve a term of 4 years. Members of the board of
2653 trustees shall serve without compensation, but may be reimbursed
2654 for per diem and travel expenses pursuant to s. 112.061. The
2655 board of trustees shall be a body corporate with all the powers
2656 of a body corporate and such authority as is needed for the
2657 proper operation and improvement of the Florida Virtual School.
2658 The board of trustees is specifically authorized to adopt rules,
2659 policies, and procedures, consistent with law and rules of the
2660 State Board of Education related to governance, personnel,
2661 budget and finance, administration, programs, curriculum and
2662 instruction, travel and purchasing, technology, students,
2663 contracts and grants, and property as necessary for optimal,
2664 efficient operation of the Florida Virtual School. Tangible
2665 personal property owned by the board of trustees shall be
2666 subject to the provisions of chapter 273.

2667 Section 63. For the purpose of incorporating the amendment
2668 made by this act to section 768.28, Florida Statutes, in a

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2669 reference thereto, paragraph (1) of subsection (3) of section
2670 1002.55, Florida Statutes, is reenacted to read:

2671 1002.55 School-year prekindergarten program delivered by
2672 private prekindergarten providers.—

2673 (3) To be eligible to deliver the prekindergarten program,
2674 a private prekindergarten provider must meet each of the
2675 following requirements:

2676 (1) Notwithstanding paragraph (j), for a private
2677 prekindergarten provider that is a state agency or a subdivision
2678 thereof, as defined in s. 768.28(2), the provider must agree to
2679 notify the coalition of any additional liability coverage
2680 maintained by the provider in addition to that otherwise
2681 established under s. 768.28. The provider shall indemnify the
2682 coalition to the extent permitted by s. 768.28. Notwithstanding
2683 paragraph (j), for a child development program that is
2684 accredited by a national accrediting body and operates on a
2685 military installation that is certified by the United States
2686 Department of Defense, the provider may demonstrate liability
2687 coverage by affirming that it is subject to the Federal Tort
2688 Claims Act, 28 U.S.C. ss. 2671 et seq.

2689 Section 64. For the purpose of incorporating the amendment
2690 made by this act to section 768.28, Florida Statutes, in a
2691 reference thereto, subsection (10) of section 1002.83, Florida
2692 Statutes, is reenacted to read:

2693 1002.83 Early learning coalitions.—

2694 (10) For purposes of tort liability, each member or
2695 employee of an early learning coalition shall be governed by s.
2696 768.28.

2697 Section 65. For the purpose of incorporating the amendment

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2698 made by this act to section 768.28, Florida Statutes, in a
2699 reference thereto, paragraph (p) of subsection (1) of section
2700 1002.88, Florida Statutes, is reenacted to read:

2701 1002.88 School readiness program provider standards;
2702 eligibility to deliver the school readiness program.—

2703 (1) To be eligible to deliver the school readiness program,
2704 a school readiness program provider must:

2705 (p) Notwithstanding paragraph (m), for a provider that is a
2706 state agency or a subdivision thereof, as defined in s.
2707 768.28(2), agree to notify the coalition of any additional
2708 liability coverage maintained by the provider in addition to
2709 that otherwise established under s. 768.28. The provider shall
2710 indemnify the coalition to the extent permitted by s. 768.28.
2711 Notwithstanding paragraph (m), for a child development program
2712 that is accredited by a national accrediting body and operates
2713 on a military installation that is certified by the United
2714 States Department of Defense, the provider may demonstrate
2715 liability coverage by affirming that it is subject to the
2716 Federal Tort Claims Act, 28 U.S.C. ss. 2671 et seq.

2717 Section 66. For the purpose of incorporating the amendment
2718 made by this act to section 768.28, Florida Statutes, in a
2719 reference thereto, subsection (1) of section 1006.24, Florida
2720 Statutes, is reenacted to read:

2721 1006.24 Tort liability; liability insurance.—

2722 (1) Each district school board shall be liable for tort
2723 claims arising out of any incident or occurrence involving a
2724 school bus or other motor vehicle owned, maintained, operated,
2725 or used by the district school board to transport persons, to
2726 the same extent and in the same manner as the state or any of

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2727 its agencies or subdivisions is liable for tort claims under s.
2728 768.28, except that the total liability to persons being
2729 transported for all claims or judgments of such persons arising
2730 out of the same incident or occurrence shall not exceed an
2731 amount equal to \$5,000 multiplied by the rated seating capacity
2732 of the school bus or other vehicle, as determined by rules of
2733 the State Board of Education, or \$100,000, whichever is greater.
2734 The provisions of s. 768.28 apply to all claims or actions
2735 brought against district school boards, as authorized in this
2736 subsection.

2737 Section 67. For the purpose of incorporating the amendment
2738 made by this act to section 768.28, Florida Statutes, in a
2739 reference thereto, paragraph (b) of subsection (2) of section
2740 1006.261, Florida Statutes, is reenacted to read:

2741 1006.261 Use of school buses for public purposes.—

2742 (2)

2743 (b) For purposes of liability for negligence, state
2744 agencies or subdivisions as defined in s. 768.28(2) shall be
2745 covered by s. 768.28. Every other corporation or organization
2746 shall provide liability insurance coverage in the minimum
2747 amounts of \$100,000 on any claim or judgment and \$200,000 on all
2748 claims and judgments arising from the same incident or
2749 occurrence.

2750 Section 68. This act shall take effect October 1, 2026.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

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| Title |
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PETITIONS FROM THE PUBLIC

| |
|---------|
| Summary |
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Mark Spence - concerns with special events form relative to fees associated with bounce houses and generators

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| Staff Recommendation |
|----------------------|

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 3/9/2026

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

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| Title |
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FUTURE MEETINGS

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| Summary |
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The next scheduled City Commission Workshop will take place March 23, 2026 at 5 p.m.

The next scheduled City Commission Meeting will take place on March 24, 2026 at 7 p.m.

| |
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| Staff Recommendation |
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Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 3/9/2026