

Town of Lauderdale-By-The-Sea
AGREEMENT FOR CONSULTING SERVICES

This Agreement for Lobbyist Services, made and entered into this 29 day of September 2017, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Ericks Consultants, Inc. a Florida corporation (the "Contractor").

WITNESSETH:

The parties, in consideration of the sum of ten dollars and other good and valuable consideration, paid in hand to each other, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the services provided below:

1.1 The CONTRACTOR shall meet the requirements and perform the services described herein and as described in the RFP, attached hereto and incorporated herein as **Exhibit A** and the CONTRACTOR'S Proposal, attached hereto and incorporated herein as **Exhibit B**. The services required by this Agreement, **Exhibit A**, and **Exhibit B** shall be collectively referred to as "**Services**".

1.2 CONTRACTOR agrees and acknowledges that CONTRACTOR did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of CONTRACTOR'S Services pursuant to this Agreement. The provisions and requirements of **Exhibit A** are hereby ratified and confirmed and are incorporated herein by this reference. CONTRACTOR shall comply with each and every provision of the RFP.

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized work. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the services required hereunder. The location of the services shall be at determined by the Contractor.

2. Term. This Agreement is for twelve (12) months from the date of execution by the parties. The Town Manager may renew this Agreement, in his sole discretion, for 12 months, on the same terms and conditions, except that compensation shall be mutually agreed to by the parties, by providing Contractor thirty days notice prior to the expiration of the current term.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

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4. Compensation. Compensation hereunder shall be paid to Contractor as follows:

An all-inclusive payment of \$30,000 for the one year term paid in monthly payments of \$2,500.

Contractor shall provide Town an invoice of \$2,500 once per month together with a summary description of the services provided, unless requested otherwise by Town. Fees shall be paid in arrears each month. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 15. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Contractor based upon such entry.

6. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

7. Termination. Town Manager may, with or without cause, terminate this Agreement upon written notice to the Contractor, effective on the date specified in the notice.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
 Town of Lauderdale-By-The-Sea
 4501 Ocean Drive
 Lauderdale-By-The-Sea, Florida 33308

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With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Contractor: Candice Ericks, Managing Partner
Ericks Consultants, Inc.
205 S. Adams Street
Tallahassee, Florida 32301

9. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Contractor shall provide evidence of its exemption from the requirement to carry worker's compensation insurance and shall carry the insurance required in the RFP:

\$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage. The Town shall be named as an additional insured. No other insurance is required for this contract.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties.

14. Chapter 119 (Public Records). The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

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(a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall 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 Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

(b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

15. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

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17. Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. No officer or employee of the Town during his or her term of employment or for one year thereafter shall have any interest, direct or indirect, in this Agreement, or the proceeds thereof. Section 2-25 of the Town Code provides that no vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

ERICKS CONSULTANTS, INC.

By: _____


Ralph Bentley, Town Manager

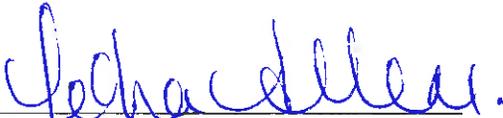
By: _____


Candice Ericks, Managing Partner

Town of Lauderdale-By-The-Sea
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By: 

Tony Bryan, Deputy Town Manager & Finance Director

Attest: 
Tedra Allen Town Clerk

Approved as to Form and Legal Sufficiency:


Town Attorney Susan L. Trevarthen

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Wednesday, September 12, 2018
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred "Buz" Oldaker, Commissioner Randy Strauss, Town Manager Bud Bentley, Deputy Town Manager Tony Bryan, Assistant Town Manager Sharon Ragoonan, Town Attorney Susan L. Trevarthen, Municipal Services Director Don Prince, Development Services Director Linda Connors, Special Projects Coordinator Debbie Hime, Senior Code Compliance Inspector Bethany Banyas, Building Official Randall Clutter, Public Information Officer Steve d'Oliveira, and Town Clerk Tedra Allen.

All present observed a moment of silence in remembrance of September 11, 2001.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pastor Larry Trotter gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Boo-By-The-Sea (Debbie Hime, Special Projects Coordinator)

Special Projects Coordinator Debbie Hime provided an update on the upcoming Boo-By-The-Sea event, which will be held in the four Plazas, from West Tradewinds Avenue to Seagrape Drive. Boo-By-The-Sea is scheduled for Saturday, October 27, 2018, with a rain date of Sunday, October 28. The parking lots inside the Plazas will be closed, although the spaces on Commercial Boulevard will remain open. Registration extends

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through Thursday, September 20, 2018 for Town businesses and will be open to businesses located outside the Town after that date.

Commissioner Oldaker recognized Special Events Coordinator Hime's efforts in making this and other Town events a success, as well as for ensuring the Town's branding is consistent throughout these events. Commissioner Strauss added that the businesses on the west side of the Town will be able to benefit from the event.

b. National Voters Registration Day Proclamation

Mayor Vincent read a Proclamation recognizing September 25, 2018 as National Voter Registration Day in Lauderdale-By-The-Sea.

c. Firefighter of the Month Presentation (Chief Judson Hopping)

Volunteer Fire Department (VFD) Chief Judson Hopping recognized Firefighter Marcos Moraga as Firefighter of the Month. Firefighter Moraga used his training as a Firefighter and paramedic to assist the pilot of a seaplane that crashed at sea in July 2018.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Patrick Lamberty, resident, addressed Amendment 11, which concerns senior citizens with low incomes and long-term residency in the Town. The deadline for the Amendment's approval by the Town is approaching. Homeowners affected by this Amendment must meet the following requirements:

- Must be age 65 or older
- Must have a household income not exceeding \$29,000
- Must own a home with a market value of less than \$250,000 in the initial year of application
- Must have lived in this home for at least 25 years

Mr. Lamberty encouraged the Commission to approve the Amendment at tonight's meeting.

Tamara Sabbagh, property owner, stated that the property located at 4144 El Mar Drive has multiple Code violations related to cosmetic repairs on the property and separation of a unit. She explained that while she typically purchases parking passes for this

property, she is currently unable to do so due to the violations. She requested that she be able to purchase these passes for residents living in these units, and emphasized that she is working to resolve the issues at this property.

Charles Mangano, resident, stated that the Town should not allow a sidewalk to be constructed in close proximity to his residential property for reasons of privacy. He felt concerns with traffic speed and STOP signs in the area could be addressed by law enforcement without relocation of the roadway's center line.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

7. PUBLIC SAFETY DISCUSSION

a. BSO July 2018 Report (Captain Tom Palmer)

Commissioner Strauss commended a Broward Sheriff's Office (BSO) Deputy who recently assisted an elderly resident. The Commissioners agreed by consensus to look into the possibility of reimbursing the Deputy for this assistance.

Motion made, and duly seconded, to approve the report. Motion carried 5-0.

b. AMR July Report (Chief Brooke Liddle)

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve the report as presented. Motion carried 5-0.

c. VFD July Report (Chief Judson Hopping)

Commissioner Malkoon made a motion, seconded by Commissioner Oldaker, to approve the report. Motion carried 5-0.

8. TOWN MANAGER REPORT

a. Town Manager Report (Bud Bentley, Town Manager)

Town Manager Bud Bentley addressed Amendment 11, which was mentioned during Public Comment. The County has provided a model Ordinance which can be placed on an upcoming Agenda at the Commission's request. He recommended that any

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Commissioner in need of additional information speak to him or to Deputy Town Manager Tony Bryan. The financial impact of the Amendment is considered to be minor.

Town Manager Bentley continued that hardship permits are sold to properties that do not provide the number of parking spaces required by Code. The fee for these permits is heavily subsidized. No requests for these permits are brought before the Commission if the properties have existing Code violations. The property discussed during Public Comment has Code violations related to the illegal division of a unit.

As the property owner is working with Code Enforcement to address this issue, Town Manager Bentley suggested that the Commission may wish to consider accepting an application for this property or requesting that the application be brought forward for approval. Should they do so, Staff would recommend a condition of approval be placed on the application, limiting approval to the current year only and not to be reconsidered until Code issues have been resolved. A number of hardship permits are scheduled for placement on the September 26, 2018 Agenda. The Commissioners agreed by consensus to include the application for 4144 El Mar Drive on this date.

Town Manager Bentley continued that Staff has met with the design engineer for the El Mar Greenway project. An email distribution list has been created for properties along El Mar Drive so they will be updated with information about this project. The greenway is currently in its design phase, which may require additional community input.

The Florida Department of Transportation (FDOT) has proposed a project to improve streetlights on West Commercial Boulevard and Ocean Drive. The existing lights will be upgraded to LED lights and are expected to improve safety.

The Farmers' Market will begin on Sunday, December 2, 2018 and will run through May 2019. The 33rd annual Coastal Cleanup event is scheduled for Saturday, September 15, 2018. Town Manager Bentley concluded that Bugfest-By-The-Sea 2018 was a success.

Commissioner Strauss recalled that he and Municipal Services Director Don Prince recently visited an area near Friedt Family Park to determine how it can be improved. One possibility is the addition of a covered space and grill so groups will be able to cook out and/or hold events. Another suggestion was the addition of a pavilion north of the park's tennis courts, which could be removed in the event of a hurricane. Town Manager Bentley advised that the addition of these amenities could increase use of the park, although they must meet structural requirements to withstand hurricanes.

Commissioner Oldaker requested information regarding the drop-off of hazardous waste for disposal. Town Manager Bentley explained that prior to July 2018, the Town's contract with Sun Bergeron included disposal of hazardous waste at a facility in Fort Lauderdale. When the contract ended, this was no longer an alternative. One option is a cooperative program between municipalities with a rotating disposal site. The Town also has the option of extending its disposal agreement with WastePro for 90 days, which will give them sufficient time to consider other options and provide public information.

Commissioner Oldaker asked if there is any way to make hazardous waste disposal more convenient for Town residents. He suggested the use of Town vehicles to gather and transport materials to disposal sites. Town Manager Bentley advised that he would look further into the appropriate regulations to determine whether or not the Town could assist in hazardous waste disposal, and provide an update at a subsequent meeting.

Tim Bowers, Municipal Marketing Manager for WastePro, stated that a sister company assists cities in the disposal of household hazardous waste by providing collection sites within those cities. These sites could be established on a quarterly or semiannual basis. If the Town decides to proceed with this program, it would come at additional cost, as these materials must be handled and transported appropriately. Another option is the cooperative or consortium proposal, which would allow residents of participating cities to take these materials to various nearby cities for disposal.

Town Manager Bentley explained that the Town has joined a consortium of communities which will provide disposal sites in Coral Springs in October and Pompano Beach in November. There is no charge to residents for this disposal. The Town has discussed this service with WastePro if they enter into a long-term contract with that provider.

Vice Mayor Sokolow addressed the El Mar Greenway project, pointing out that some of the project's details have changed significantly since early public outreach efforts. He recommended that the project be closely monitored as it proceeds.

b. July Finance Report (Tony Bryan, Deputy Town Manager)

The Commissioners accepted the report without discussion.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

- a. **July 24, 2018 Special Town Commission Meeting Minutes (Tedra Allen, Town Clerk)**
- b. **July 24, 2018 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)**

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

11. CONSENT AGENDA

- a. **Beach Signs Award (Don Prince, Municipal Services Director)**
- b. **Garden Club Jarvis Hall Use (Tedra Allen, Town Clerk)**
- c. **Woman's Club Jarvis Hall Use (Tedra Allen, Town Clerk)**
- d. **Special Event Application for Chabad Lauderdale-By-The-Sea's Community Center's Chanukah Festival (Debbie Hime, Special Projects Coordinator)**
- e. **Special Event Application from Station 44 for Saturday Night Music Entertainment (Debbie Hime, Special Projects Coordinator)**

Ray Chehata, owner of Station 44, explained that at present, musicians at Station 44 face west when performing on the property; however, he has determined that if they face east, the decibel level may be lowered for residents. He suggested they try this placement one night per week to determine if this addresses any issues.

Mr. Chehata pointed out that this could help ensure a nearby crosswalk is kept clear and all distance requirements are met. Other changes to the live music program include use of existing speakers on the property, which will allow greater volume control, and removal of a canopy so pedestrians can see traffic more easily.

Town Manager Bentley advised that Staff recommends approval of the Application for a period of three months. He added that the location of musicians will be determined

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administratively in consultation with the Applicant, based upon input from the VFD and Broward Sheriff's Office (BSO) personnel.

Vice Mayor Sokolow made a motion, seconded by Commissioner Malkoon, to approve for three months, with the location of musicians to be determined administratively. Motion carried 5-0.

f. Agreement with Green Scene Consulting (Sharon Ragoonan, Assistant Town Manager)

Assistant Town Manager Sharon Ragoonan stated that Vickie Eckels serves as liaison for the public with respect to recycling or collection issues.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve Item 11f. Motion carried 5-0.

g. Agreement for the Disposal of Solid Waste and Processing of Recyclable Material (Sharon Ragoonan, Assistant Town Manager)

Assistant Town Manager Ragoonan continued that due to the current state of the waste collection/recycling market, the Town has decided to allow this market to settle and monitor outcomes with other cities' contracts to ensure there are no issues they should be aware of before entering into a long-term contract. At present, the Town has an interim contract with WastePro, which is a collection hauler, which will allow the Town to assess this service and determine its financial impact. Staff will bring a recommendation before the Commission based on this information from LBTS and other municipalities.

Commissioner Oldaker made a motion, duly seconded, to approve. Motion carried 5-0.

h. First Amendment to the Police Services Agreement for the Purchase of P-25 Radios (Bud Bentley, Town Manager)

i. Purchase of VFD Utility Pickup Truck (Tony Bryan, Deputy Town Manager)

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve Items 11a, b, c, d, h, and i. Motion carried 5-0.

12. OLD BUSINESS

a. Water Taxi (Commissioner Strauss)

Commissioner Strauss recalled that in July 2018, the Town was informed that the new owner of the marina had offered the Town an opportunity for a Water Taxi stop on marina property. This was discussed at a July Commission meeting, and has been placed on tonight's Agenda for the purpose of seeking input from residents who were not present during the summer.

Deputy Town Manager Bryan advised that notes were left on those residents' doors so they would be aware of their opportunity to provide further input at tonight's meeting. While the notice could have been posted elsewhere, it would likely not have been seen by as many residents.

Commissioner Strauss emphasized that he was not advocating for a Water Taxi stop on the canal, in a residential neighborhood; however, he felt it was important for the community to have this discussion and express their opinions and concerns. He urged all present to continue this discussion in a respectful manner.

At this time Mayor Vincent opened public comment.

Eldis Steele, resident, stated that she is not in favor of a Water Taxi stop in a residential area, although she was in favor of placing the stop at another location. She expressed concern for loss of privacy, excessive noise, property values, and safety. She added that notice should have been mailed to owners who were not in Town.

Jason Morski, resident, also opposed allowing the Water Taxi access to the canal, but was in favor of it elsewhere. He was concerned with its effect on privacy, property values, quality of life, and the seawall. He also felt notice should have been mailed to owners rather than posting it on the door.

Ed Ellis, resident, also took issue with placing notice on doors and felt owners should have been sent letters at their alternate addresses. He was not in favor of the proposed Water Taxi stop, and felt the Commission should discuss alternate locations.

David Schmidt, resident, felt a Water Taxi stop on the Intracoastal Waterway, rather than in the marina, would help Town businesses to thrive. He pointed out that the Water Taxi in Fort Lauderdale and Pompano Beach does not use residential canals.

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Charles and Randy Reed, residents, were not in favor of a Water Taxi stop in a residential area.

John Lanata, resident, stated he was in agreement with previous speakers and requested that the Commission vote on this issue at tonight's meeting. He also felt the Intracoastal Waterway was a more appropriate location for the Water Taxi.

Vanessa Gentile, resident, also opposed the Water Taxi in a residential area, and felt a stop should be located elsewhere.

Peter Sampo, resident, agreed with previous speakers' opposition the Water Taxi, citing concerns for the width of the canal and the potential for conflict with boat traffic.

Tom Criqui, resident, requested that notices not be placed on his door in his absence. He opposed the Water Taxi due to concerns for safety, security, and noise.

Ron Piersante, resident, stated that he opposed the Water Taxi on the canal but felt it might be welcome elsewhere in the Town.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

Mayor Vincent advised that notice would not be posted on doors in the future.

Vice Mayor Sokolow agreed that a Water Taxi stop was likely to be welcome elsewhere in the Town once insurance and other requirements are addressed.

Commissioner Malkoon stated that he was in agreement with the public regarding the need for a location on the Intracoastal Waterway for the Water Taxi.

Commissioner Oldaker also agreed with public comment regarding the Water Taxi on the canal and felt the issue should not be addressed further.

Commissioner Strauss explained that the issue of a Water Taxi stop arose in July with short notice, which may not have allowed sufficient time for notice to reach property owners by mail.

Town Attorney Susan Trevarthen addressed the suggestion that a vote be taken on this issue, stating that the Commissioners may vote to formalize their opinion if they wish. Town Manager Bentley proposed that a vote be taken to advise the marina that the Town is not interested in this inclusion.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to have the Town administration advise the marina that the Town is not interested in having the marina site plan incorporate a Water Taxi stop and that no further discussion be held on the subject. Motion carried 5-0.

13. NEW BUSINESS

a. Application for Relief of Code Enforcement Lien at 1949 Windward Drive (Linda Connors, Development Services Director)

Senior Code Compliance Inspector Bethany Banyas stated that on August 17, 2017, the Town issued a notice of violation for work without a permit regarding interior renovations and a new fence on the subject property. The violation proceeded through the Special Magistrate process and the property came into compliance on February 20, 2018. A Code fine of \$150/day ran for 119 days and accrued to \$17,850. The cost of Code hearings came to \$250 and has been paid, along with the standard \$500 mitigation application fee. The respondent is requesting 100% mitigation of the fine. Staff recommends that if any payment is required, it must be provided within 30 days, which would be by Friday, October 12, 2018.

Grant Galuppi, property owner, advised that when he purchased the property, he was referred to an individual who was not a contractor. When the compliance process was underway and drawings were provided, he was not present at the meeting.

Greg Siletto, representing Mr. Galuppi, stated that after the permit was submitted, he was advised to complete work on the property and explain any remaining issues. He added that he and Mr. Galuppi were not aware that it was necessary to attend a subsequent Special Magistrate hearing to request an extension.

Mr. Galuppi acknowledged that he was responsible for hiring the wrong individual. Mayor Vincent emphasized the importance of responding to any citation of the property, including attendance at Special Magistrate meetings. Fines certified by the Special Magistrate began to accrue in November 2017.

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Vice Mayor Sokolow observed that it seems to have taken a significant amount of time for the Applicant to obtain a permit due to comments on the application that must be addressed. Development Services Director Connors advised that this was because the comments were not addressed in a timely manner.

Mr. Galuppi reiterated that he was under the impression that once the permit was obtained, there was no need to attend all meetings related to this violation. Building Official Randall Clutter further clarified that the Applicant experienced difficulties in securing a permit, as product approvals were not approved by the architect of record. He is aggressively investigating the individual hired as a contractor and plans to file a complaint with the state. He concluded that Mr. Siletto is a reputable contractor.

Mayor Vincent noted that the original issue of work without a permit, as well as the lack of attendance at related meetings, made it necessary for some fines to be levied against the Applicant rather than the requested 100% mitigation.

Commissioner Oldaker requested clarification of when notice of the violation was provided to the property owner. Code Inspector Banyas replied that the initial notice of violation was sent on August 21, 2017, and a green card related to the certification order was signed on November 3, 2017. The lien order was signed by the Special Magistrate and mailed on November 1, 2017, after which it was received and signed within two days. A hearing was held on November 16, 2017, but was not attended by the respondent. The lien was recorded on December 7, 2017.

Mr. Galuppi reiterated that he had been under the impression that because required materials were turned in prior to the October Special Magistrate hearing, the issue had been fully addressed. He did not realize this was not the case until the certification order of November 3, 2017.

Vice Mayor Sokolow noted that the Applicant has paid 10% of the accrued fine via the double permit fee, as well as an additional \$200 to be heard at tonight's meeting. He suggested that the appropriate fine would be 20% of the accrued amount.

Vice Mayor Sokolow made a motion, seconded by Commissioner Malkoon, that the fine \$1500, payable within 30 days, plus the \$250 administrative fee already paid. Motion carried 4-1 (Commissioner Oldaker dissenting).

b. Synthetic Grass (Mayor Vincent)

Mayor Vincent explained that synthetic grass is excluded in Code's definition of turf. At his request, Staff has conducted preliminary research to determine what is allowed by other municipalities. This research is included in the backup materials and will be forwarded to the Planning and Zoning Board for further review to determine what, if any, standards should be added to Code if the Town wishes to allow synthetic grass. The Commissioners agreed by consensus to forward the Item to the Planning and Zoning Board, and for Staff to follow up on the Item.

c. Town Manager Performance Evaluation Process (Mayor Vincent)

Mayor Vincent advised that each year, the Commission evaluates the performance of the Town Manager, establishes goals for the new fiscal year, and considers changes in compensation. The Commissioners are asked to return their evaluation forms by Friday, October 5, 2018. This allows sufficient time for the Commissioners to review the year-end summary of the Town's Action Plan. The Commissioners agreed to this schedule by consensus.

d. Town Contracts for Services – Renewal Options in FY19 (Bud Bentley, Town Manager / Tedra Allen, Town Clerk)

Town Manager Bentley referred the Commissioners to the backup materials for the Item, requesting that they advise him if there are any existing contracts they do not wish to renew. He continued that Staff also wishes to know if the Commission wants to renew the contract with Ericks Consulting through the one-year option. Staff's recommendation is for renewal of this contract so another attempt can be made to secure state funds for the Palm Club sewer project. The consultant is also seeking County funds for this project.

Staff also requests consensus regarding the contract with Zambelli Fireworks, which would allow Staff to waive purchasing Code and enter into another three-year contract with this provider. This contract is not based upon cost, as the Town specifies a price and companies propose shows that can be provided for this amount.

Town Manager Bentley concluded that Item 7 in the backup materials deals with the Town's agent of record and will be brought back before the Commission, as the contract has expired. Deputy Town Manager Bryan is exploring the possibility of a "piggyback" arrangement for a new contract. No decision is required on this Item.

Vice Mayor Sokolow requested additional information regarding the Pelican Hopper contract. Town Manager Bentley clarified that the County funds this service at \$15/hour through an interlocal agreement; however, the Town enters directly into this contract with the provider. This is also part of a piggyback contract with another municipality. Vehicles are purchased by the County, and the contractor provides drivers and maintenance of the vehicle.

Commissioner Oldaker made a motion, seconded by Vice Mayor Sokolow, to approve Exhibit 1, lines 3 through 9. Motion carried 5-0.

Town Manager Bentley referred the Commissioners to p.1 of this Item, which addresses the extension of the American Medical Response (AMR) contract. The existing contract includes a provision regarding rebates, which provides that once the Town's payment plus revenue from customers exceeds \$1 million, the Town receives 50% of any funds over \$1 million.

In 2017, revenue exceeded this threshold. AMR pointed out that this figure has not changed since they and the Town originally entered into the agreement, with no provision for inflation. Additionally, AMR's pricing is very competitive in comparison to the bids submitted by other municipalities. Town Manager Bentley recommended that the existing contract be amended to update the rebate numbers, and that an extension of this agreement be negotiated. Deputy Town Manager Bryan clarified that AMR's fees come from co-pay reimbursements provided by Medicare and insurance companies.

The Commission agreed by consensus to update the Town's contract with AMR and negotiate an extension. Staff will bring the new contract before the Commission.

e. North Ocean Drive 3R FDOT Project (Bud Bentley, Town Manager)

Town Manager Bentley explained that as part of this project, FDOT will upgrade all streetlights to LED lighting. There is also a secondary state project to upgrade LED lighting beginning in Fort Lauderdale and extending to Deerfield Beach.

The Item is on tonight's Agenda because as part of the fiscal year (FY) 2018 Action Plan, the Commission accepted a resident's suggestion that the Town ask FDOT to construct traffic medians in turn lanes on Ocean Drive north of Pine Avenue. FDOT has not undertaken this project, as there is no traffic data proving the medians are needed and little room to construct them without disruption of turning movements. Town

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Manager Bentley asked if the Commission wishes to pursue this request with FDOT as part of the 3R project.

Vice Mayor Sokolow commented that this project was likely to result in opposition from residents who live north of Pine Avenue, as there is no room for a median while retaining the turn lane. Commissioner Strauss noted that a median would also reduce roadway space which would be needed if evacuation becomes necessary.

Commissioner Malkoon observed that the Bel Air neighborhood does not have a traffic light, which can make it difficult to turn onto A1A. He asked if there might be an opportunity to request a traffic signal from FDOT for the entrance to this community. Town Manager Bentley replied that this request could be submitted.

Commissioner Malkoon made a motion, seconded by Vice Mayor Sokolow, to authorize the Mayor to send a letter to FDOT on behalf of the Commission and communities, supporting the LED lighting project and asking FDOT to include traffic lights at the north entrance of Bel Air. Motion carried 5-0.

f. Health Insurance Renewal (Tony Bryan, Deputy Town Manager)

Deputy Town Manager Bryan advised that the Town received proposals from a number of health insurance providers, including the existing provider. The current plan used by the Town is no longer available. After reviewing all proposals, Staff determined that the mandatory rollover plan appeared to be the best option. They also offer a point-of-service proposal for employees or retirees who need access to a national network.

In addition to the deductible of \$1250, employees were offered a \$1250 card to cover this amount under the current plan. Because the deductible is increasing to \$2500, Staff recommends that the card amount be increased to \$1500. When the final budget is approved, a budget modification will be included to reflect the savings from health insurance premiums.

Commissioner Malkoon stated that he has asked Staff to look into the possibility of increasing the card amount from \$1500. He explained that this would mitigate the impact of potential catastrophic health costs. Deputy Town Manager Bryan advised that he is calculating the amount to which the card could be increased while remaining under budget.

Vice Mayor Sokolow made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Commissioner Oldaker stated that his thoughts were with the populations affected by Hurricane Florence.

Commissioner Malkoon advised that he met recently with a representative of the Youth Environmental Alliance and former Commissioner Mark Brown to tour the beach, view sea oat plantings, and discuss ongoing needs of the waterfront community. Two condominiums located to the north have expressed an interest in planting sea oats on their beaches.

Commissioner Malkoon continued that next month's Agenda will include discussion of another environmental project related to the bee population. This will help the Town achieve certification as a wildlife habitat.

Commissioner Strauss reminded all present that the Town's Veterans' Day event is scheduled for November 11, 2018.

15. ORDINANCES – PUBLIC COMMENTS

a. Ordinances 1st Reading

None.

b. Ordinances 2nd Reading

- i. Ordinance 2018-24 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 13, NOISE, TO ADDRESS GENERATORS ; AND BY AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES, SECTION 30-313, GENERAL PROVISIONS, TO ADDRESS GENERATORS AND SETBACKS FOR WATERFRONT ACCESSORY STRUCTURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Linda Connors, Development Services Director)**

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Commissioner Oldaker made a motion, seconded by Vice Mayor Sokolow, to approve. Motion carried 5-0.

- ii. **Ordinance 2018-25 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14, “OFFENSES,” OF THE CODE OF ORDINANCES, BY AMENDING SECTION 14-14, “DISCHARGE OF FIREARMS, ETC.,” TO RENAME THE SECTION, DEFINE TERMS, AND PROVIDE FOR AN EXCEPTION FOR THE ERADICATION OF IGUANAS ON PRIVATE PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Commissioner Strauss)**

At this time Mayor Vincent opened public comment.

Dave Schmidt, resident, asked what caliber weapons may be fired in the Town. Town Attorney Trevarthen explained that this Ordinance refers to air or BB guns that project some type of missile. While they are normally not allowed in the Town, the Ordinance creates a narrow exception for the use of these guns to eradicate iguanas on private property, providing that the missile does not leave that property.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

Commissioner Strauss made a motion, seconded by Vice Mayor Sokolow, to approve. Motion carried 4-1 (Commissioner Malkoon dissenting).

16. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2018-29 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING AND ADOPTING THE BROWARD COUNTY TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (Debbie Hime, Special Projects Coordinator)**

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At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Vice Mayor Sokolow stated that he felt the County is acting inappropriately by including a provision which states that unless they sign it by September 30, 2018, they would be ineligible to receive funds generated by the sales surtax in 2019, presuming that the initiative passes on referendum.

Commissioner Oldaker made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 4-1 (Vice Mayor Sokolow dissenting).

17. QUASI JUDICIAL PUBLIC HEARINGS

None.

18. ADJOURNMENT

With no further business to come before the Commission at this time, the meeting was adjourned at 9:28 p.m.



Mayor Chris Vincent

ATTEST:



Town Clerk Tedra Allen

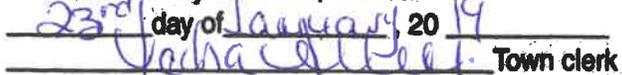


Date

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSED by my hand and official seal of the Town of Lauderdale-By-The-Sea, Florida

23rd day of January, 20 19
 Town clerk

Town of Lauderdale-By-The-Sea
AGREEMENT FOR CONSULTING SERVICES

This Agreement for Lobbyist Services, made and entered into this 29 day of September 2017, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Ericks Consultants, Inc. a Florida corporation (the "Contractor").

WITNESSETH:

The parties, in consideration of the sum of ten dollars and other good and valuable consideration, paid in hand to each other, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the services provided below:

1.1 The CONTRACTOR shall meet the requirements and perform the services described herein and as described in the RFP, attached hereto and incorporated herein as **Exhibit A** and the CONTRACTOR'S Proposal, attached hereto and incorporated herein as **Exhibit B**. The services required by this Agreement, **Exhibit A**, and **Exhibit B** shall be collectively referred to as "**Services**".

1.2 CONTRACTOR agrees and acknowledges that CONTRACTOR did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of CONTRACTOR'S Services pursuant to this Agreement. The provisions and requirements of **Exhibit A** are hereby ratified and confirmed and are incorporated herein by this reference. CONTRACTOR shall comply with each and every provision of the RFP.

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized work. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the services required hereunder. The location of the services shall be at determined by the Contractor.

2. Term. This Agreement is for twelve (12) months from the date of execution by the parties. The Town Manager may renew this Agreement, in his sole discretion, for 12 months, on the same terms and conditions, except that compensation shall be mutually agreed to by the parties, by providing Contractor thirty days notice prior to the expiration of the current term.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

Town of Lauderdale-By-The-Sea
AGREEMENT FOR CONSULTING SERVICES

4. Compensation. Compensation hereunder shall be paid to Contractor as follows:

An all-inclusive payment of \$30,000 for the one year term paid in monthly payments of \$2,500.

Contractor shall provide Town an invoice of \$2,500 once per month together with a summary description of the services provided, unless requested otherwise by Town. Fees shall be paid in arrears each month. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 15. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Contractor based upon such entry.

6. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

7. Termination. Town Manager may, with or without cause, terminate this Agreement upon written notice to the Contractor, effective on the date specified in the notice.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
 Town of Lauderdale-By-The-Sea
 4501 Ocean Drive
 Lauderdale-By-The-Sea, Florida 33308

Town of Lauderdale-By-The-Sea
AGREEMENT FOR CONSULTING SERVICES

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Contractor: Candice Ericks, Managing Partner
Ericks Consultants, Inc.
205 S. Adams Street
Tallahassee, Florida 32301

9. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Contractor shall provide evidence of its exemption from the requirement to carry worker's compensation insurance and shall carry the insurance required in the RFP:

\$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage. The Town shall be named as an additional insured. No other insurance is required for this contract.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties.

14. Chapter 119 (Public Records). The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

FY 18/19 Expiring Contracts

Exhibit 1

	C	D	E	F	G	H	I	J	K
	Name	Description	Contract Number	Amount	Start	Expiration	Renewal Options	Recommendation	Dept.
1									
2									
3	Giaspace	Managed IT Support Services	AG 2015-25	\$30,000	12/30/2015	1/31/2019	Two (2) one year extensions	exercise option	Admin
4	Limousines of South Florida Inc.	Pelican Hopper Transportation Services	AG 2016-17	\$0	11/15/2016	11/15/2018	Final extension expires 11/14/20	exercise final option	Admin
5	Bien - Aime	Community Center Programing & Evening Interest Programs	AG 2015-16	\$74,131 and \$5,480	10/1/2015	9/30/2018	Two (2) one year extensions	exercise first option	Admin
6	Ericks Consultants	Lobbyist Services	AG 2017-27	\$30,000	9/29/2017	9/29/2018	One extension expires 9/29/19	exercise option	Admin
7	Sapoznik Insurance & Associates	Agenda of Record for Insurance Services	AG 2011-24	Paid by the	4/1/2011	1/31/2019	Five (5) one year extensions Final extension expires 1/31/19	TBD	Admin
8	Green Scene Consulting	Encourage recycling; Solid waste and recycling customer service.	AG 2017-28	\$18,000 in FY18	10/1/2017	9/30/2018	N/A one year contract	new contract on 9-12 agenda	Admin
9	Zambelli Fireworks Manufacturing	4th of July Firework Display	AG 2014-17	\$20,000	5/2/2014	12/31/2018	Final extension expires 12/31/18	waive purchasing manual and negotiate new 3 yr. contract	Admin
10									
11	Information Only							Notes	
12	SIRE	Agenda Management & Webcasting	AG 2012-25	\$9,240	11/25/2013	11/25/2018		New Proposals being evaluation	
13	Bud Bentley	Employment Agreement	AG 2016-03	\$160,000	4/26/2016	4/25/2019		N/A	
14	Connie Hoffmann	Human Relations consulting services	AG 2018-05	Not to exceed \$15,000	1/23/2018	1/23/2019	none	Municipal Service director Recruitment	
15	DEW HR Right LLC	Human Relations consulting services (including coaching and development)	AG 2018-17	Not to exceed \$15,000	5/21/2018	9/30/2019	none	complete	
16	International Waterfront Consultants	Marine related site plan review	AG 2018-02	\$15,000	2/26/2018	2/28/2019	none	may renew to process the marina's site plan	DS
17	8 Shades of Blue	branding video, photos or images (artwork)	AG 2017-23	Not to exceed \$15,000	7/10/2017	7/9/2018	Two (2) one year extensions	Option approved by TM	Admin

FY 18/19 Expiring Contracts

Exhibit 1

	C	D	E	F	G	H	I	J	K
1	Name	Description	Contract Number	Amount	Start	Expiration	Renewal Options	Recommendation	Dept.
18	Above It All	Drone videography	AG 2017-22	Not to exceed \$15,000	6/29/2017	9/30/2018	Two (2) one year extensions	not extending	Admin
19	Conceptual Communications	On Demand webmaster, social media implementation, and graphic design services	AG 2018-06		2/2/2018	2/2/2019	none	N/A: temp contract; bidding for services	Admin
20	Tropical Sun Design	graphic design & social media posts	AG 2017-34	not to exceed \$15,000	10/1/2017	9/30/2018	Final extension expires 9/30/2019	Option approved by TM	Admin



Agenda Memorandum

Office of the Town Manager

Department

Bud Bentley / Tedra Allen

Town Manager / Tedra Allen

COMMISSION MEETING DATE: September 12, 2018

ITEM CATEGORY: New Business

SUBJECT TITLE: Town Contracts for Services – Renewal Options in FY19

EXPLANATION: The Purchasing Manualⁱ provides for the Town Manager to give the Commission notice of expiring contracts that the Manager is considering extending or renewing. In the past two years, we have scheduled a comprehensive review of all contracts that have a renewal option during the upcoming fiscal year so the Commission can review all of the contracts at one time.

FY19 Contracts

Exhibit 1 lists Town contracts that are set to expire during FY19 and the last months of 2019. Expiring contracts that don't have any renewal options are listed at the bottom of the page for informational purposes only.

Emergency Medical Services Contract

In addition, I would like direction on our contract with AMR for emergency medical services.

1. Sec. 3.14 Rebate.

I reported earlier that Sec. 3.14 Rebate (**Exhibit 2**) has not been updated in the last 10 years. For the first time in FY18, AMR net revenues plus the Town's contribution results in a combined total of \$1,058,798. The Sec. 3.14 formula provides that 50% of the revenue over one million (\$29,399) will be paid to the Town. The Commission will remember that in this 5 year contract, AMR agreed to no increase in years one and five and a 3% increase in the other years. Given this accommodation to the Town, AMR is asking for an amendment to the contract to adjust the threshold amount (one million). I recommend that we negotiate an amendment to Sec. 3.14 raising the revenue sharing threshold for this and future years.

2. Extension of the AMR contact term.

The AMR contact terminates September 30, 2020. If we are going to negotiate an amendment, would the Commission want us to bring back a proposal to extend the term of the agreement? An extension would require a waiver of the Purchasing Manual bidding requirements, and the Town Attorney and I can speak to the pro and cons. If the Commission wanted us to explore this, our first step would be to determine if there are any new providers of emergency medical services we should consider.



EXPECTED OUTCOME: Commission direction.

1. Any contracts with renewal options that the Commission wants to rebid rather than renew?
2. Amending the AMR contract to address Sec. 3.14 Rebate
3. Extending the term of the AMR contract beyond September 30, 2020.

- Exhibits:**
1. FY19 Contract Report
 2. Sec. 3.14 Rebate

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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ⁱ The Town’s Purchasing Policy Manual provides in Section III - General Purchasing Policies, Subsection L. Contract Administration

...

4. Renewal Options or Contract Extension

Once a contract has been approved by the Town Commission, the Town Manager may exercise any extension or renewal options included in that contract after providing notice at a Commission meeting of the Manager’s intent to do so, provided that the terms and conditions of the extension or renewal are consistent with the terms and conditions of the contract approved by the Town Commission.

The Town Manager may exercise any extension or renewal options included in any contract that was originally approved by the Manager and continues to be within the Town Manager’s purchasing authority.

5. Temporary Extension of Contracts

At the discretion of the Town Manager, existing contracts may be extended beyond their specified expiration date for a period of up to ninety days for operational purposes if such extension is deemed by the Town Manager to be in the best interest of the Town.

Extensions beyond ninety days require the approval of the Town Commission.