

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Regular Meeting Agenda
November 21, 2023
At 630 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

This meeting will be conducted in-person. The meeting will also broadcast on the Village's website (www.balharbourfl.gov). Members of the public are also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

*BHV Who We Are, Vision, Mission, Values / The Bal Harbour Experience
[The Bal Harbour Experience.pdf](#)*

CALL TO ORDER/ PLEDGE OF ALLEGIANCE

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

PA1 Proclamation - Alzheimer's Awareness Month

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Village Council Meeting Minutes - October 17, 2023
[VillageCouncil-RegularCouncilMeetingMinutes_Oct17_2023_ADA.pdf](#)

C7 - CONSENT AGENDA RESOLUTIONS

C7A Liquor License - Avenue 31 Cafe
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT AVENUE31 LLC D/B/A AVENUE 31 CAFÉ APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR A 2COP LICENSE IS COMPATIBLE WITH VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Liquor License Avenue 31 Cafe ADA.pdf](#)
[Memorandum - Liquor License Avenue 31 Cafe ADA.pdf](#)
[Resolution - Liquor License Avenue 31 Cafe ADA.pdf](#)
[Attachment - DBPR Application ADA.pdf](#)
[Attachment - Floor Plan ADA.pdf](#)

C7B LETF Expenditures

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE DONATION OF \$5,000.00 OF LAW ENFORCEMENT TRUST FUNDS TO THE ROTARY CLUB OF BAL HARBOUR; AUTHORIZING AND APPROVING THE DONATION OF \$2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO "DO THE RIGHT THING OF MIAMI, INC."; AUTHORIZING AND APPROVING THE DONATION OF \$2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO FATHERS M.I.A, INC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

[Item Summary - LETF Expenditures ADA.pdf](#)
[Memorandum - LETF Expenditures ADA.pdf](#)
[Resolution - LETF Expenditures ADA.pdf](#)
[Attachment - Signed LETF Affidavit - Donations ADA.pdf](#)
[Attachment - Invoice - Do The Right Thing ADA.pdf](#)
[Attachment - Donation for Fathers M.I.A Inc. ADA.pdf](#)

C7C Microsoft 365 Software Upgrade

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN EXPENDITURE FOR MICROSOFT 365 G3 GOVERNMENT LICENSING FROM PROTECTED TRUST AT AN ANNUAL COST NOT TO EXCEED \$38,496; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Microsoft 365 Software Upgrade ADA.pdf](#)
[Memorandum - Microsoft 365 Software Upgrade ADA.pdf](#)
[Resolution - Microsoft 365 Software Upgrade ADA.pdf](#)
[Attachment - M365 Quote - Protected Trust ADA.pdf](#)

C7D Building Department Contact Software - Selectron Technologies

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND SELECTRON TECHNOLOGIES TO ENABLE THE BUILDING DEPARTMENT TO UTILIZE THE SELECTTXT SERVICE AT A COST NOT TO EXCEED \$36,500 FOR THE FIRST YEAR AND RECURRING COSTS AFTER YEAR ONE OF \$14,000; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Building Department Contact Software - Selectron Technologies ADA.pdf](#)
[Memorandum - Building Department Contact Software - Selectron Technologies ADA.pdf](#)
[Resolution - Building Department Contact Software - Selectron Technologies ADA.pdf](#)
[Attachment - Agreement with Selectron Technologies ADA.pdf](#)
[Attachment - Sample of Collateral Material from Ft. Lauderdale ADA.pdf](#)

- C7E** Janitorial Services Contractual Amendment - CleanSpace
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND CLEAN SPACE INC. FOR JANITORIAL SERVICES AT THE NEW BAL HARBOUR WATERFRONT PARK, IN AN AMOUNT NOT TO EXCEED \$40,404 ANNUALLY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Janitorial Services Contractual Amendment - CleanSpace ADA.pdf](#)
[Memorandum - Janitorial Services Contractual Amendment - CleanSpace ADA.pdf](#)
[Resolution - Janitorial Services Contractual Amendment - CleanSpace ADA.pdf](#)
[Attachment - Amendment to Agreement with Clean Space Inc. ADA.pdf](#)
[Attachment - Clean Space Inc. Proposal for Janitorial Services at Bal Harbour Waterfront Park. ADA.pdf](#)
[Attachment - Services Agreement - Kelly Janitorial Services Inc. \(now Clean Space Inc.\).pdf](#)

- C7F** Landscape Services Contractual Amendment - Brightview
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC. FOR GROUNDS MAINTENANCE SERVICES AT THE NEW BAL HARBOUR WATERFRONT PARK, IN AN AMOUNT OF \$21,463.75; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Landscape Services Contractual Amendment - Brightview ADA.pdf](#)
[Memorandum - Landscape Services Contractual Amendment - Brightview ADA.pdf](#)
[Resolution - Landscape Services Contractual Amendment - Brightview ADA.pdf](#)
[Attachment - Amendment to Agreement with Brightview Landscape Services Inc. ADA.pdf](#)
[Attachment - Brightview Landscape Services Inc-Services at Bal Harbour Waterfront Park.pdf](#)
[Attachment -Services Agreement -The Brickman Group LTD LLC \(now Brightview Landscape Services\).pdf](#)

R5 - ORDINANCES

- R5A** 1% Homeless & Domestic Violence Tax
AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ADOPTING THE HOMELESS AND DOMESTIC VIOLENCE TAX, PURSUANT TO SECTION 212.0306(2)(d), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - 1% Homeless & Domestic Violence Tax ADA.pdf](#)
[Memorandum - 1% Homeless & Domestic Violence Tax ADA.pdf](#)
[Ordinance - 1% Homeless & Domestic Violence Tax ADA.pdf](#)
[Attachment - 2023 Florida Statutes Local Food and Beverage Tax ADA.pdf](#)

R7 - RESOLUTIONS

R7A State Legislative Priorities 2024

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE BAL HARBOUR VILLAGE LEGISLATIVE AGENDA FOR THE 2024 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - State Legislative Priorities 2024 ADA.pdf](#)

[Memorandum - State Legislative Priorities 2024 ADA.pdf](#)

[Resolution - State Legislative Priorities 2024 ADA.pdf](#)

R7B IT Contractual Services

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND LANSIGHT TECHNOLOGY, LLC FOR FULLY MANAGED INFORMATION TECHNOLOGY SERVICES AT A TOTAL COST NOT TO EXCEED \$171,000.00; APPROVING AN AMENDMENT TO THE FISCAL YEAR 2023-2024 BUDGET IN THE AMOUNT OF \$70,000 TOWARDS THE COST OF THESE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - IT Contractual Services ADA.pdf](#)

[Memorandum - IT Contractual Services ADA.pdf](#)

[Resolution - IT Contractual Services ADA.pdf](#)

[Attachment A - Scope of Services and Asset Inventory ADA.pdf](#)

[Attachment B - Lansight Technology, LLC RFP Response ADA.pdf](#)

[Attachment C - Professional Services Agreement - Lansight Technology Inc. ADA.pdf](#)

R7C Waterfront Park Rental Fee Schedule

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING A SCHEDULE OF FEES IMPOSED BY THE VILLAGE FOR THE RENTAL OF FACILITIES AT THE NEW BAL HARBOUR WATERFRONT PARK; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Waterfront Park Rental Fee Schedule ADA.pdf](#)

[Memorandum- Waterfront Park Rental Fee Schedule ADA.pdf](#)

[Resolution - Waterfront Park Rental Fee Schedule ADA.pdf](#)

[Attachment - Exhibit A - Rental Fee Schedule ADA.pdf](#)

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Council Meeting Dates 2024 - Village Manager Jorge M. Gonzalez

[Council Meeting Dates 2024 ADA.pdf](#)

[Attachment - 2024 Calendar ADA.pdf](#)

R9B Discussion Item - Update On Negotiations Regarding The Oceana Development Agreement - Village Manager Jorge M. Gonzalez
[Update On Negotiations Regarding The Oceana Development Agreement ADA.pdf](#)
[Attachment - Enea - Oceana Concept Presentation ADA.pdf](#)

R9C - PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report
[R11A1_Lobbyist Registration Report as of November14_2023_ADA.pdf](#)

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report
[Monthly Attorney Report October 2023 ADA.pdf](#)

END OF REGULAR AGENDA

ADJOURNMENT

One or more members of any Village Committee/Board may attend this meeting of the Council and may discuss matters which may later come before their respective Boards/Committees.

The New Business and Council Discussion Section includes a section for Public Comment. On public comment matters, any person is entitled to be heard by this Council on any matter; however, no action shall be taken by the Council on a matter of public comment, unless the item is specifically listed on the agenda, or is added to the agenda by Council action.

Any person who acts as a lobbyist, pursuant to Village Code Section 2-301 (Lobbyists), must register with the Village Clerk, prior to engaging in lobbying activities before Village staff, boards, committees, and/or the Village Council. A copy of the Ordinance is available in the Village Clerk's Office at Village Hall.

If a person decides to appeal any decision made by the Village Council with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, 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 (F.S. 286.0105).

All persons who need assistance or special accommodations to participate in virtual meetings please contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding.

All Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Regular Meeting Minutes

October 17, 2023

At 630 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

This meeting was conducted in-person. The meeting was also broadcast on the Village's website (www.balharbourfl.gov). Members of the public were also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

CALL TO ORDER/PLEDGE OF ALLEGIANCE -- Mayor Freimark called the meeting to order at 6:45 P.M. following the Local Planning Agency meeting.

The following were present:

Mayor Jeffrey Freimark
Vice Mayor Seth Salver
Councilman David Albaum
Councilman David Wolf
Councilman Buzzy Sklar

Also present:

Ramiro Inguanzo, Assistant Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Councilman Sklar asked that Agenda Item C7B be pulled from the Consent Agenda and considered at the end of the meeting.

Mayor Freimark then opened Agenda Item R7G for Council consideration.

PRESENTATIONS AND AWARDS

PA1 Proclamation - Breast Cancer Awareness Month

Mayor Freimark read the proclamation at 6:58 P.M. following Agenda Item R7G. Police Chief Raleigh Flowers and members of his team accepted the proclamation.

CONSENT AGENDA

C6 - COUNCIL MINUTES

- C6A** September 12, 2023 First Budget Hearing Minutes & September 19, 2023, Second Budget Hearing and Regular Council Meeting Minutes

C7 - CONSENT AGENDA RESOLUTIONS

- C7A** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND SKY ELEMENTS, LLC FOR THE PROVISION OF AN ENHANCED DRONE LIGHT SHOW FOR THE ANNUAL INDEPENDENCE DAY CELEBRATION FOR A THREE-YEAR TERM IN AN AMOUNT OF \$55,000 PER YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Agenda Item was pulled from the Consent Agenda and considered at 8:21 P.M. following Public Comment.

- C7B** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH MURPHY PIPELINE CONTRACTORS, INC. FOR THE PROVISION OF WATER AND WASTEWATER SYSTEM REHABILITATION AND RELATED SERVICES AT THE PRICING SPECIFIED IN PURCHASING COOPERATIVE OF AMERICA CONTRACT OD-307-20 AT AN ANNUAL COST NOT TO EXCEED BUDGETARY ALLOCATIONS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANNUAL RENEWALS TO PROVIDE FOR PRICING ADJUSTMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item saying that this agreement approves the Village's agreement with Murphy Pipeline Construction with an updated unit pricing. John Oldenburg, Director of Public Works and Beautification, said that this item renews a 2019 competitively awarded agreement and the work would be primarily be used for the water main. He said the pricing in this renewal was established in 2020 and would be good until 2025.

Councilman Sklar said that he had pulled the item from the Consent Agenda because a price wasn't listed in the agenda item. Mr. Oldenburg said that the item contains pricing 440 unit items and the expenditures are part of the annual capital budget passed by the

Council, of which \$1.548 million is in the budget for this type of work, adding that the Village also has a matching grant, tied to the Water and Utility Fund.

Councilman Sklar said that items for this amount should never be on the Consent Agenda.

Councilman Wolf said that the allocation for the expenditures had already been approved in the Budget, to which Councilman Sklar said that, for transparency, when approving a contract for this amount it would be helpful to have the numbers presented with having to go back to the budget.

Mayor Freimark said that going forward contracts with dollar amounts at this level, much less \$50 thousand or more, should not be on the Consent Agenda.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Mayor Jeffrey Freimark.

VOTE: The Motion passed by unanimous voice vote (5-0).

C7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND STEP MILES, INC. FOR THE PURPOSE OF PROVIDING MEDIA AGENCY SERVICES AT A COST NOT TO EXCEED \$60,000 ANNUALLY; APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN BAL HARBOUR VILLAGE, THE TOWN OF SURFSIDE, AND THE TOWN OF BAY HARBOR ISLAND TO FUND A POLICE SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER, AT AN ANNUAL COST NOT TO EXCEED TWENTY-ONE THOUSAND AND SEVEN DOLLARS AND THIRTY-THREE CENTS (\$21,007.33); PROVIDING FOR IMPLEMENTATION, PROVIDING FOR AN EFFECTIVE DATE.

MOTION: A motion to approve the Consent Agenda with Agenda Item C7F having been pulled was moved by Vice Mayor Seth Salver and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (5-0).

R5 - ORDINANCES

This item was considered at 7:14 P.M. following Agenda Item R9A.

- R5A** AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 6 "BUILDINGS AND BUILDING REGULATIONS" OF THE CODE OF ORDINANCES TO UPDATE AND STRENGTHEN DEMOLITION REQUIREMENTS AND STANDARDS FOR CONSTRUCTION SITE OPERATIONS; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item, and Ms. Trevarthen read the recommendation of the Local Planning Agency, which had unanimously recommended that the Village Council approve the ordinance with the additional language of requiring a safety plan to provide for the removal of windows and furnishings prior to the demolition of a structure.

MOTION: A motion to accept the recommendation of the Local Planning Agency to amend the ordinance for the safety plan to provide for the removal of windows and furnishings prior to demolition of the structure, and approve the ordinance on second reading, was moved by Vice Mayor Seth Salver and seconded by Councilman Buzzy Sklar.

There were no public comments.

| ROLL CALL | VOTE |
|----------------------------|------|
| Mayor Jeffrey P. Freimark | Yes |
| Vice Mayor Seth E. Salver | Yes |
| Councilman David J. Albaum | Yes |
| Councilman Buzzy Sklar | Yes |
| Councilman David Wolf | Yes |

VOTE: The Motion passed by unanimous roll call vote (5-0).

R7 - RESOLUTIONS

- R7A** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTINUING SERVICES AGREEMENT WITH THE CORRADINO GROUP INCORPORATED TO PERFORM THE COLLINS AVENUE TRAFFIC STUDY FUNDED IN PART BY THE FDOT CIGP GRANT AND FOR THE PROVISION OF GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTING SERVICES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR THE PROVISION OF GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTING

SERVICES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item saying that this item was originally discussed at Council Retreat, after which the Village was awarded an FDOT grant to help fund the traffic study, followed by the issuance of a Request for Qualifications. He said that the evaluation committee recommended that the Village be allowed to negotiate with both firms that responded to the RFQ to have elements from both available for the study. He said that after negotiations, the item would be brought back to Council.

Deputy Chief Mauricio Escarra said that the Consultants Competitive Negotiation Act (CCNA) requires that firms be selected by qualifications and not by prices. He described the scope of services which included other services outside the CIGP study. He said both firms had suggested collecting limited data before the construction on Collins/Harding begins and deferring the rest of the study after the projects are completed, adding that the FDOT grant allows up to June 30, 2025 to complete the study.

Councilman Sklar asked if the prices would change as a result of the deferral, to which Deputy Chief Escarra said that the benefit of negotiating now would allow for prices to be locked in.

Mayor Freemark provided feedback from FDOT regarding the estimated completion dates for the future construction adding that they said that most construction would occur during night time hours. He said that in regarding the proposed addition of an additional crosswalk at the intersection of Collins and 96th street was requested by the Town of Surfside Police and their traffic study indicated that it was warranted. He asked Deputy Chief Escarra and Chief Flowers communicate with them to relate the Villages concerns on the impact that it would have on traffic flow. He added that he would also reach out to Surfside Mayor Danzinger.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Vice Mayor Seth Salver and seconded by Councilman David Wolf.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A PROGRAM OF RECOGNITION FOR THE MEMBERS OF THE BAL HARBOUR VILLAGE ARCHITECTURAL REVIEW BOARD, BUDGET ADVISORY COMMITTEE, RESORT TAX COMMITTEE AND POLICE OFFICERS RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item saying that it was a renewal of a 2022 resolution recognizing board and committee members and allowing the Village to present them with a \$500 gift card. Mayor Freimark thanked Councilman Albaum for leading this cause and said that last year's recognition was well received.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman David Albaum and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA SUPPORTING THE WORLD HEALTH ORGANIZATION GLOBAL NETWORK OF AGE-FRIENDLY CITIES AND COMMUNITIES PROGRAM; APPROVING THE VILLAGE OF BAL HARBOUR'S ENROLLMENT INTO THE AARP AGE-FRIENDLY COMMUNITIES INITIATIVE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item saying that it was initiated after a meeting Mayor Freimark had with had at the office of Miami-Dade County Mayor Daniella Cava.

Sylvia Flores, Director of Recreation, Arts and Culture, described the program which would involve identifying ways to involve people as they age, conduct a baseline assessment of the Village's age-friendliness, develop a 3-year action plan to nurture a livable community, and identify measurable indicators of success.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey Freimark and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY; TO BE PLACED IN PUBLIC SPACES LOCATED IN THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item saying that the Village had partnered with the Opera Gallery in its Art Public Places installation at no cost to the Village, and that this item

continues that partnership. He said that the plan is to rotate pieces by sculptors Anthony James and Marc Quinn into the Manolo Valdes exhibit.

Councilman Albaum said that he was very happy to see the proposed sculptures and that he was supportive of the program.

Councilman Sklar asked if there might be an issue with getting power to the Anthony James piece proposed for installation at Founders' Circle, to which Mr. Inguanzo said that the Village is making sure that there will be a power source wherever needed.

Vice Mayor Salver asked if the Village had been given a list of sculptures and this is what the Resort Tax Committee had selected, to which Mr. Inguanzo said that these pieces were the ones that Opera Gallery made available.

Mayor Freimark applauded the Village and the Resort Tax Committee saying that this was a tremendous program.

Penny Sepler, 10275 Collins Avenue, said that she loved the Art in Public Places program, and commented that pieces should be exclusive to Bal Harbour.

MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey Freimark and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7E A RESOLUTION APPROVING AN AGREEMENT WITH ONCE TRECE, LLC FOR THE CREATION AND INSTALLATION OF THE PROPOSED TEMPORARY ART EXHIBIT AT THE 102 STREET BEACH ACCESS PATH IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced this item saying that the Resort Tax Committee had asked the Village to recommend activations during Miami Art Week/Art Basel, and that Bal Harbour resident and international artist, Tania Aja, had reached out to the Village with an interest in partnering. He said the artist submitted a couple of proposals of which the Village selected the exhibition *The Power of Words*, which was reviewed and approved by the Resort Tax Committee.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey Freimark and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7F Tourism Professional Service Agreements

- R7F-1** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH CARMEN FLORIO FOR A ONE-YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR ARGENTINA AND CHILE IN THE AMOUNT NOT TO EXCEED \$36,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced items R7F1-4 saying that the Village is now engaged with Ernst Young (EY) in developing a strategic plan for Tourism, which is expected to be completed in early 2024. He said that these agreements would allow the Tourism Department to continue with the plans currently in place.

Councilman Sklar suggested that the terms of the contracts be limited to 6 months, to which Mr. Inguanzo said that the contracts include a 30-day provision for notification to end the contract. There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Vice Mayor Seth Salver and seconded by Mayor Jeffrey Freimark.

VOTE: The Motion passed by voice vote (4-1) with Councilman Sklar voting against.

- R7F-2** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH FLAVIA PACHECO GIULIANO FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR BRAZIL IN THE AMOUNT NOT TO EXCEED \$40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item. There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey Freimark and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by voice vote (4-1) with Councilman Sklar voting against.

- R7F-3** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH ANOTHER COMPANY FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR MEXICO IN THE AMOUNT NOT TO EXCEED \$40,000 ANNUALLY;

PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item. There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey Freimark and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by voice vote (4-1) with Councilman Sklar voting against.

R7F-4 A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH SUZANNE CORBO FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR THE UNITED STATES AND CANADA IN THE AMOUNT NOT TO EXCEED \$57,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item. There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey Freimark and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by voice vote (4-1) with Councilman Sklar voting against.

SUPPLEMENTAL AGENDA

This item was considered at 6:47 PM following the Requests for Additions, Withdrawals and Deferrals.

R7G A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, CONDEMNING ALL ACTS OF TERRORISM AND VIOLENCE TARGETING INNOCENT CIVILIANS BY THE TERRORIST ORGANIZATION HAMAS; EXPRESSING SUPPORT AND SOLIDARITY WITH THE PEOPLE OF ISRAEL DURING THESE CHALLENGING TIMES; CALLING UPON U.S. PRESIDENT BIDEN AND THE U.S. CONGRESS TO SUPPORT AND APPROVE ISRAEL'S REQUEST FOR EQUIPMENT AND RESOURCES NEEDED FOR ITS IRON DOME MISSILE DEFENSE SYSTEM AND ITS COMBAT AIRCRAFT; AND DIRECTING THE VILLAGE'S PENSION BOARDS TO CONSIDER PURCHASING STATE OF ISRAEL BONDS, CONSISTENT WITH AND SUBJECT TO ALL PROVISIONS OF THE VILLAGE'S INVESTMENT POLICY, AS A SYMBOLIC GESTURE OF SUPPORT FOR THE PEOPLE OF ISRAEL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item. Mayor Freimark denounced the brutal and barbaric attacks by Hamas saying that Israel has our full unequivocal support. He said that Bal Harbour has led the nation in strongly and proactively that they have done in light of this tragedy, including their support and protection and the lighting of Founder's Circle and Village Hall. He asked for prayer for peace and safety for those in Israel impacted by the violent terrorism. He proposed that the General Employees' Retirement Board consider that the current investment of \$75,000 dollars in Israel Bonds be increased an additional \$100,000.

Councilman Sklar thanked Mayor Freimark and proposed that a donation in the range of \$50-\$100 thousand to the Israeli Hatzalah which would have an immediate impact in helping people on the ground.

Councilman Wolf thanked Mayor Freimark saying that we need to stand strong against this unacceptable action. He said that he agreed with Councilman Sklar's proposal.

Vice Mayor Salver thanked Mayor Freimark for using this venue to shine a light and encourage our community that is distraught by these events. He added that he was also in favor of making a donation.

Councilman Albaum thanked Mayor Freimark and said that he was supportive of Councilman Sklar's proposal. He suggested a donation of \$50,000.

Vice Mayor Salver said that it might be possible to purchase a medi-cycle that could provide response reporting, to which Councilman Wolf said that it could be done.

Mr. Inguanzo asked if this item would need to be introduced at a future meeting, to which Ms. Trevarthen said that an unbudgeted item could be handled through a budget amendment and that the Council can provide direction to the Manager for this amount. She said that the item could be brought back to the Council for ratification.

MOTION: A Motion to approve the Resolution with the addition of a \$50,000 donation to Hatzalah was moved by Councilman Sklar and seconded by Vice Mayor Seth Salver.

John Brecker, 73 Bal Bay Drive, asked if the Village could also conduct some kind of collection, giving the example of a local school collection of black socks. Mayor Freimark said it was a fine idea and that the Village could investigate.

VOTE: The Motion passed by unanimous voice vote (5-0).

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Food & Beverage Homeless Tax - Mayor Jeffrey P. Freimark

This item was considered at 7:02 P.M. following the Consent Agenda. Ron Book, Chairman of the Miami-Dade County Homeless Trust, via Zoom, thanked the Village for its support on behalf of the Homeless Trust Board and the thousands of people that they help every day. He provided a brief history of the one percent food and beverage tax saying that if the money ever ran short, he would attempt to have the Florida Legislature allow the County to add the three exempt municipalities. He said thirty-one years ago the County had between 8,000-11,000 homeless unsheltered individuals and the most recent count in was 980.

He said the three communities can now opt to have a referendum to approve a one-percent food and beverage tax, and suggested that the referendum be conducted with the November 2024 General Election, and that Miami Beach has already taken the lead and put in on the ballot for November of 2024. He asked the Village to do the same.

Mayor Freimark said that this item was on the Agenda as a discussion item and if the Council was in favor of it moving forward, it would come back to the Council to authorize a referendum. He said that the one percent tax would affect restaurants with a volume over \$400,000 per year, and would result in an estimated additional \$700,000 to the Homeless Trust.

Victoria Mallette, Executive Director of the Miami-Dade Homeless Trust, the additional funding would allow help expedite the access for people to permanent housing, enhance outreach teams to engage people on the street more frequently, and would enable the right level of operations for properties the Homeless Trust is looking to acquire.

There was a general consensus to bring a item to the November agenda that would allow the voters of Bal Harbor Village to make the decision on whether to implement a one percent food and beverage tax.

R9B Bal Harbour Shops Collins/Harding Project Overview - Presentation

This item was discussed at 8:05 P.M. following Agenda Item R7F-4. Nikolas Massey, Whitman Family Development, presented the proposed design elements of roadway and sidewalk enhancements as part of the Development Agreement with the Bal Harbour Shops including: the realignment of the right turn lane at the intersection of 96th Street and Harding Avenue, the closure of the U-turn at Founders Circle, the relocation of a bus stop and multiple crosswalks.

He said that the minimum duration of the project would be nine months and the majority of the work would be done at nighttime hours. He said that all of the side walk renovations

would include revised landscaping plans. He said that the timing of all work would be coordinated with the Village.

Michael Alvarez, Utility Compliance Officer, said that the work would also include the installation of additional drainage pipes and catch basins and regrading of the pavement that could require two-lane closures. He recommended that all work be done at night if possible.

Vice Mayor Salver said that he was excited to see this project finally come to fruition and said that a short-term pain will result in a long-term gain. He suggested that this project be closely coordinated with FDOT projects.

Councilman Albaum asked from which materials the sidewalks would be constructed, to which Mr. Massey said that they would be cast in place terrazzo surrounded by a concrete rim.

Councilman Wolf asked for clarification of what nighttime work was, to which Mr. Alvarez said that it usually includes from 9:00 P.M. until 4:00 A.M.

Chief Flowers asked if the plans addressed traffic from the south exit of the shops making a right then crossing over three lanes to make a left on 96th Street, to which Mr. Massey said that he still needs to work with the Village to address that issue.

Mayor Freimark said that proposed roadway construction in the long term will be beneficial, but the disruption is going to be massive, adding that the intersection of Harding and 96th Street is going to be a safety issue. He said nighttime construction could present noise issues that we need to be aware of.

Council Albaum agreed that the crosswalk is going to be dangerous.

Councilman Sklar said that he had a problem with the south valet exit in that traffic would have to go across a lane if they want to go straight south. Mr. Massey said that the exit was a condition of the development agreement, and to change it would require a redesign of the plans, which he said that he would conduct a study to see if there was an alternate solution.

R9C Discussion Item - Support for Israel with an Increased Investment in State of Israel Bonds - Mayor Jeffrey P. Freimark

This Agenda item was incorporated into the discussion of Agenda Item R7G.

R9D - PUBLIC COMMENT

Penny Sepler, 10275 Collins Avenue, asked how people driving north on Collins would turn around to head south to Surfside after the U-turn at Founders Circle was removed, to which Mr. Massey said would be able to turn around at the 9700 block.

Councilman Albaum acknowledged Ms. Sepler for sparking the idea Sports History Beach Path exhibit.

At Vice Mayor Salver's request Matilde Reyes, Capital Program Director, provide an update Waterfront Park project.

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Monthly Attorney Report

END OF REGULAR AGENDA

ADJOURNMENT The meeting was adjourned at 8:57 PM.

Mayor Jeffrey Freimark



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT AVENUE31 LLC D/B/A AVENUE 31 CAFÉ APPLICATION FOR A 2COP LICENSE IS COMPATIBLE WITH THE VILLAGE ZONING REGULATIONS.

Issue:

Should the Bal Harbour Village (the "Village") Council accept the determination of the Village Building Official that the Avenue31 LLC d/b/a Avenue 31 Café (Avenue 31 Café), application for a State of Florida Department of Alcoholic Beverages and Tobacco is consistent with the Village Zoning Code?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

Avenue 31 Café, a restaurant store located within the Bal Harbour Shops ("BHS") at 9700 Collins Avenue, (Tenant Space # 239) in the Village's Business District, has submitted DBPR ABT - 6001 - Division of Alcoholic Beverages and Tobacco Application to the State of Florida Department of Business and Professional Regulation to establish a 2COP Alcoholic Beverage License for beer and wine only.

I am recommending the Village Council review the application for a liquor license, submitted by Avenue 31 Café requesting to establish 2COP State of Florida Department of Alcoholic Beverages and Tobacco License for beer and wine only.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

| | Amount | Account | Account # |
|--|--------|---------|-----------|
| | X | X | X |

Sign off:

| Building Director | Chief Financial Officer | Village Manager |
|-------------------|-------------------------|-------------------|
| Eliezer Palacio | Claudia Dixon | Jorge M. Gonzalez |
| | | |

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT AVENUE31 LLC D/B/A AVENUE 31 CAFÉ APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR A 2COP LICENSE IS COMPATIBLE WITH THE VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending the Village of Bal Harbour (the "Village") Council accept the Building Official's determination that the application for a 2COP license series for beer and wine only, submitted by Avenue31 LLC d/b/a Avenue 31 Café ("Avenue 31 Café") is approved, and vote to approve the Resolution.

BACKGROUND

Avenue 31 Café an Italian inspired restaurant located within the Bal Harbour Shops ("BHS") at 9700 Collins Avenue, (Tenant Space # 239) in the Village's Business District, has submitted DBPR ABT - 6001- Division of Alcoholic Beverages Application to the State of Florida Department of Business and Professional Regulation for a new Alcoholic Beverage License for beer and wine only, Avenue 31 Café is located in unit 239 a new unit were a corridor existed adjacent to Hillstone on the 2nd floor. As part of said application, the zoning authority governing the business location is required to review and sign the application for approval. In the Village, the zoning authority is the Village Building Official. As part of the application review, the Building Official examined the Village Zoning Code. The Business district zoning regulations and Section. 4-3. - *Sale prohibited in filling stations, theaters; sales near churches, schools* dictate the permissible locations of such establishments. Such section reads:

(a) No liquor, beer or wine shall be sold in any gasoline filling station or motion picture theater, including any room opening directly or indirectly into or having a direct connection with any motion picture theater.

(b) No liquor, beer or wine shall be sold within 300 feet of any church, nor within 300 feet of any public-school property, nor any property upon which there is maintained a private school operated for the instruction of minors in the common branches of learning, except such places of business as were established at the time of the adoption of this section.

In ascertaining the proximity of any school or church referred to in this subsection, the method of measurement shall be made or taken from the main or front entrance of the church or school or the main or front place of such business along the route of ordinary pedestrian traffic along the public thoroughfare.

Avenue 31 Café's location complies with the above Village Code provision. Therefore, the zoning approval may be granted.

Historically, however, the Village Council has approved such license requests via resolution. Records show that there are dozens of locations on Collins Avenue that have been granted licenses to sell alcoholic beverages. There are also several locations in similar zoning districts with active licenses to sell alcoholic beverages, such as the one being sought by Avenue 31 Café.

Some of the residential locations include:

- Bal Harbour 101 Restaurant located at 10155 Collins Avenue
- Bal Harbour Tower Condo located at 9999 Collins Avenue
- The Ballerina Beach Club located at 10201 Collins Avenue
- The Palace Café located at 10101 Collins Avenue
- Sardinia House, located at 10275 Collins Avenue

Non-residential locations that have active licenses to sell alcoholic beverages include:

- Sea View Terrace Restaurant at 9909 Collins Avenue
- Pool Bar and Grill at 10295 Collins Avenue (Ritz-Carlton)
- Makoto Restaurant 9700 Collins Ave Unit #378
- Neiman Marcus, 9700 Collins Ave

ANALYSIS

The restaurant owner operates numerous restaurants in Florida, US and abroad for 30+ years and looks forward to establishing a presence within the Village of Bal Harbour at the Bal Harbour Shops. They are applying for a 2COP alcoholic beverage license to complement their Italian inspired menu.

THE BAL HARBOUR EXPERIENCE

The Department of Business and Professional Regulation requires Businesses to apply for and obtain an Alcoholic Beverage license. By enforcing this regulation, the Village furthers our mission of being the safest residential community with the highest quality of life for our residents and visitors from around the world.

Elevated experiences and unhurried bliss are the distinctive hallmarks of our Village delivered through exquisite luxury hotels, inspiring culinary selections, and celebrated high-end boutiques and shopping. A waterfront park and iconic Jetty will soon add to the lure of our breathtaking setting.

CONCLUSION

As determined by the Building Official, Avenue 31 Café location complies with the Village zoning regulations for establishments authorized to sell alcoholic beverages. Therefore, I am recommending approval of this resolution.

Attachments:

1. DBPR Application 6001 - Avenue31 LLC d/b/a Avenue 31 Cafe 9700 Collins Ave, #239
2. Floor Plan

RESOLUTION NO. 2023_____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT AVENUE31 LLC D/B/A AVENUE 31 CAFÉ APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR A 2COP LICENSE IS COMPATIBLE WITH VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Avenue31 LLC (DBA "AVENUE 31 CAFÉ"), located at 9700 Collins Avenue, has submitted an application for its location within the Bal Harbour Shops (Tenant Space # 239) to the State of Florida Division of Alcoholic Beverages and Tobacco for a 2COP license for the sale of alcoholic beverages (the "Application"); and

WHEREAS, the Application contains a section for completion of the Village confirming that the Application complies with the Village zoning regulations regarding the sale of alcoholic beverages; and

WHEREAS, the Village Building Official is generally charged with implementing Chapter 21, Zoning; and

WHEREAS, the Village Building Official has determined that the Application is compatible with Village zoning regulations.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Approved. That the above stated recitals are hereby adopted and confirmed.

Section 2. Determination Accepted. That the determination of the Village Building Official that the Application is compatible with the Village zoning regulations is hereby accepted.

Section 3. Implementation. That the Village Manager is hereby directed to take any action necessary to implement the purposes of this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of November, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

**DBPR ABT-6001 – Division of Alcoholic Beverages and Tobacco
Application for New Alcoholic Beverage License**

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form
ABT-6001
Revised 08/2013**

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

| SECTION 1 - CHECK LICENSE CATEGORY | | | |
|--|--|---|--|
| License Series Requested 2COP | Type/Class Requested N/A | Do you wish to purchase a Temporary License? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Child License Requested N/A | Number of Child Licenses Requested N/A | | |
| <input checked="" type="checkbox"/> Retail Alcoholic Beverages | | <input type="checkbox"/> Alcoholic Beverage Manufacturer | |
| <input type="checkbox"/> Beer/Wine/Liquor Wholesaler | | <input type="checkbox"/> Passenger Waiting Lounge | |
| <input type="checkbox"/> Retail Tobacco Products Dealer Permit (must check one or more of the below) | | | |
| <input type="checkbox"/> Pipes <input type="checkbox"/> Over the Counter <input type="checkbox"/> Vending Machine | | | |
| SECTION 2 – LICENSE INFORMATION | | | |
| If the applicant is a corporation or other legal entity, enter the name and the document number as registered with the Florida Department of State Division of Corporations on the line below. | | | |
| FEIN Number 88-2574863 | Business Telephone Number (674) 305--9083 | E-Mail Address (Optional) francesco@av31cafe.COM | |
| Full Name of Applicant(s): (This is the name the license will be issued in) AVENUE31 LLC | | | Department of State Document # L22000232784 |
| Business Name (D/B/A) AVENUE 31 CAFÉ | | | |
| Location Address (Street and Number) 9700 COLLINS AVENUE, #239 | | | |
| City BAL HARBOUR | County MIAMI-DADE | State FL | Zip Code 33154 |
| Mailing Address (Street or P.O. Box) 850 OCEAN DRIVE, #203 | | | |
| City MIAMI-BEACH | | State FL | Zip Code 33139 |
| Contact Person - This section is optional, see application instructions for details | | | |
| Contact Person ROSEMARIE GONZALEZ / NANCY DEL PINO | | Telephone Number (305) 446-0123 ext. | |
| E-Mail Address (Optional) ROSIE@LICENSINGASSOCIATES.COM / NANCY@LICENSINGASSOCIATES.COM | | | |
| Mailing Address (Street or P.O. Box) 6740 SW 64TH COURT | | | |
| City SOUTH MIAMI | | State FL | Zip Code 33143 |

ABT District Office Received Date Stamp

SECTION 3 – RELATED PARTY PERSONAL INFORMATION

This section must be completed for each person directly connected with the business, unless they are a current licensee.

| | | | | | | |
|----|--|-----|----------|-----------------------|----------------|---------------|
| 1. | Business Name (D/B/A) AVENUE 31 CAFÉ | | | | | |
| 2. | Full Name of Individual N/A-CURRENT LICENSEE | | | | | |
| | Social Security Number* | | | Home Telephone Number | | Date of Birth |
| | Race | Sex | Height | Weight | Eye Color | Hair Color |
| 3. | Are you a U.S. citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, immigration card number or passport number: | | | | | |
| 4. | Home Address (Street and Number) | | | | | |
| | City | | | | State | Zip Code |
| 5. | Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state. | | | | | |
| | Business Name (D/B/A) | | | | License Number | |
| | Location Address | | | | | |
| 6. | Have you had any type of alcoholic beverage , or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state. | | | | | |
| | Business Name (D/B/A) | | | | Date | |
| | Location Address | | | | | |
| 7. | Have you been convicted of a felony within the past 15 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below and provide a Copy of the Arrest Disposition , as requested in the Application Requirements checklist. | | | | | |
| | Date | | Location | | | |
| | Type of Offense | | | | | |
| 8. | Have you been convicted of an offense involving alcoholic beverages or tobacco products anywhere within the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below and provide a Copy of the Arrest Disposition , as requested in the Application Requirements checklist. | | | | | |
| | Date | | Location | | | |
| | Type of Offense | | | | | |

| | | | |
|--|---|------|----------|
| 9. | <p>Have you been arrested or issued a notice to appear in any state of the United States or its territories within the past 15 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below and a Copy of the Arrest Disposition. Attach additional sheet if necessary.</p> <table border="1" data-bbox="261 264 1479 323"> <tr> <td data-bbox="261 264 540 323">Date</td> <td data-bbox="540 264 1479 323">Location</td> </tr> </table> <p data-bbox="261 323 1479 380">Type of Offense</p> | Date | Location |
| Date | Location | | |
| 10. | <p>Do you meet the standards of the moral character rule? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | | |
| 11. | <p>Are you an officer or employee of the Division of Alcoholic Beverages and Tobacco; are you a sheriff or other state, county, or municipal officer, including reserve or auxiliary officers, certified by the state as such, with arrest powers, whose certification is current and active? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | | |
| NOTARIZATION STATEMENT | | | |
| <p>"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in the Disclosure of Interested Parties of this application. I further swear or affirm that the foregoing information is true and correct."</p> | | | |
| <p>STATE OF _____</p> | | | |
| <p>COUNTY OF _____</p> | | | |
| <p>_____ APPLICANT SIGNATURE</p> | | | |
| <p>The foregoing was () Sworn to and Subscribed OR () Acknowledged before me this _____ Day of _____, 20____, By _____ who is () personally (print name of person making statement)</p> | | | |
| <p>known to me OR () who produced _____ as identification.</p> | | | |
| <p>_____ Notary Public Commission Expires: _____</p> | | | |

(ATTACH ADDITIONAL COPIES AS NECESSARY)

***Social Security Number**

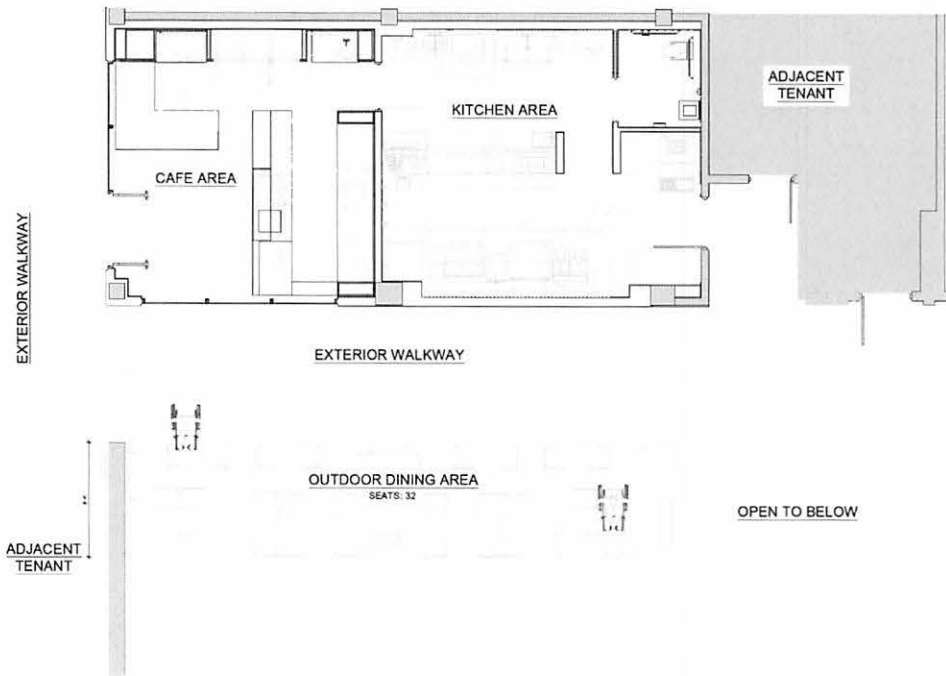
Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless a Federal statute specifically requires it or allows states to collect the number. In this instance, disclosure of social security numbers is mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all professional and occupational license applications and are used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L.193, Sec. 317. The State of Florida is authorized to collect the social security number of licensees pursuant to the Social Security Act, 42 U.S.C. 405(c)(2)(C)(I). This information is used to identify licensees for tax administration purposes. This information is used to identify licensees for tax administration purposes, and the division will redact the information from any public records request.

**SECTION 4 – DESCRIPTION OF PREMISES TO BE LICENSED
TO BE COMPLETED BY THE APPLICANT**

Business Name (D/B/A) **AVENUE 31 CAFÉ**

| | | | |
|----|------------------------------|--|--|
| 1. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is the proposed premises movable or able to be moved? |
| 2. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is there any access through the premises to any area over which you do not have dominion and control? |
| 3. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is the business located within a Specialty Center? If yes, check the applicable statute: <input type="checkbox"/> 561.20(2)(b)1, F.S. or <input type="checkbox"/> 561.20(2)(b)2, F.S. |
| 4. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Are there any mobile vehicles used to sell or serve alcoholic beverages? |
| 5. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Are there more than 3 separate rooms or enclosures with permanent bars or counters? |

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



| SECTION 5 – APPLICATION APPROVALS | | | |
|--|----------------------|--------------------|-------------------|
| Full Name of Applicant: (This is the name the license will be issued in) AVENUE31 LLC | | | |
| Business Name (D/B/A) AVENUE 31 CAFÉ | | | |
| Street Address 9700 COLLINS AVENUE, #239 | | | |
| City BAL HARBOUR | County MIAMI-DADE | State FL | Zip Code 33154 |

| ZONING TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION | |
|---|--|
| <p>A. The location complies with zoning requirements for the sale of alcoholic beverages or wholesale tobacco products pursuant to this application for a Series: <u>2COP</u> Type: _____ license.</p> <p>B. This approval includes outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed and are identified on the sketch?" <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Check either: Please do not skip, this is important for license fee sharing <input checked="" type="checkbox"/> Location is within the city limits or <input type="checkbox"/> Location is in the unincorporated county</p> <p>Signed _____ Date _____</p> <p>Title _____ This approval is valid for ____ days.</p> | |

| SALES TAX TO BE COMPLETED BY THE DEPARTMENT OF REVENUE | |
|--|--|
| <p>The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax.</p> <p>1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending _____ or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 213.758 (4), F.S. (Not applicable if no transfer involved).</p> <p>2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.</p> <p>Signed _____ Date _____</p> <p>Title _____ Department of Revenue Stamp</p> <p>This approval is valid for ____ days.</p> | |

| HEALTH TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS OR COUNTY HEALTH AUTHORITY OR DEPARTMENT OF HEALTH OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES | |
|---|--|
| <p>The above establishment complies with the requirements of the Florida Sanitary Code.</p> <p>Signed _____ Date _____</p> <p>Title _____ Agency _____</p> <p>This approval is valid for ____ days.</p> | |

SECTION 6 – APPLICANT ENTITY FELONY CONVICTION

Business Name (D/B/A)
AVENUE 31 CAFÉ

Has the applicant entity been convicted of a felony in this state, any other state, or by the United States in the last 15 years?

Yes No

If the answer is "Yes," please list all details including the date of conviction, the crime for which the entity was convicted, and the city, county, state and court where the conviction took place.

(Attach additional sheets if necessary)

**SECTION 7 – SPECIAL LICENSE REQUIREMENTS
(DOES NOT APPLY TO BEER AND WINE LICENSES)**

Please check the appropriate box of the license for which you are applying. Fill in the corresponding requirements for the license type sought.

Quota Alcoholic Beverage License Specialty Alcoholic Beverage License (e.g. SRX, S, etc)
 Club Alcoholic Beverage License

This license is issued pursuant to N/A 2COP, Florida Statutes or Special Act, and as such we acknowledge the following requirements must be met and maintained:

N/A 2COP

Please initial and date:

Applicant's Initials _____ Date _____

SECTION 8 - DISCLOSURE OF INTERESTED PARTIES

Note: Failure to disclose an interest, direct or indirect, could result in denial, suspension and/or revocation of your license. You **MUST** list all persons and entities in the entire ownership structure. To determine which of those persons must submit fingerprints and a Related Party Personal Information, sheet, see the fingerprint section in the application instructions.

Business Name (D/B/A) **AVENUE 31 CAFÉ**

1. When applicable, complete the appropriate section below. **Attach extra sheets if necessary.**

| Title/Position | Name | Stock % |
|--|------------------------|---------|
| CORPORATION — List all officers, directors, and stockholders | | |
| | | |
| | | |
| | | |
| GENERAL PARTNERSHIP – List all general partners | | |
| | | |
| | | |
| | | |
| LIMITED LIABILITY COMPANY – List all managers (member & non-member), directors, officers, and members | | |
| | | |
| | PLEASE SEE EXHIBIT "A" | |
| | | |
| LIMITED PARTNERSHIP – List all general and limited partners. | | |
| | | |
| | | |
| LIMITED LIABILITY PARTNERSHIP – List all partners | | |
| | | |
| | | |

Bar Manager (Fraternal Organizations of National Scope only):

OTHER INTERESTS

These questions must be answered about this business for every person or entity listed as the applicant

| | | |
|--|---|--|
| 1. Are there any persons or entities not disclosed who have loaned money to the business? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Are there any persons or entities not disclosed that derive revenue from the license solely through a contractual relationship with the licensee, the substance of which is not related to the control of the sale of alcoholic beverages, or is exempt by statute or rule? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Are there any persons or entities not disclosed that have the right to receive revenue based on a contractual relationship related to the control of the sale of alcoholic beverages? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Are there any persons or entities not disclosed who have a right to a percentage payment from the proceeds of the business pursuant to the lease? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Are there any persons or entities not disclosed who have guaranteed the lease or loan? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Are there any persons or entities not disclosed who have co-signed the lease or loan? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 7. Is there a management contract, franchise agreement, or concession agreement in connection with this business? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Have you or anyone listed on this application, accepted money, equipment or anything of value in connection with this business from any industry member as described in 61A-1.010, Florida Administrative Code? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

If you answered yes to any of the above questions, a copy of the agreement must be submitted with this application. The terms of the agreement may require the interested persons or parties related to an entity to submit fingerprints and a related party personal information sheet.

**SECTION 9 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED**

Business Name (D/B/A)
AVENUE 31 CAFÉ

"I, the undersigned individually, or on behalf of a legal entity, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the entire area and premises to be licensed and agree that the place of business, if licensed, may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for the purposes of determining compliance with the beverage and retail tobacco laws."

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that the foregoing information is true and that no other person or entity except as indicated herein has an interest in the alcoholic beverage license and/or tobacco permit, and all of the above listed persons or entities meet the qualifications necessary to hold an interest in the alcoholic beverage license and/or tobacco permit."

STATE OF _____

COUNTY OF _____

AVENUE31 LLC

APPLICANT/ AUTHORIZED REPRESENTATIVE NAME

APPLICANT/ AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged before me this _____ Day
of _____, 20____, By _____ who is () personally
(print name(s) of person(s) making statement)

known to me OR () who produced _____ as identification.

Notary Public Commission Expires: _____

CLIENT:

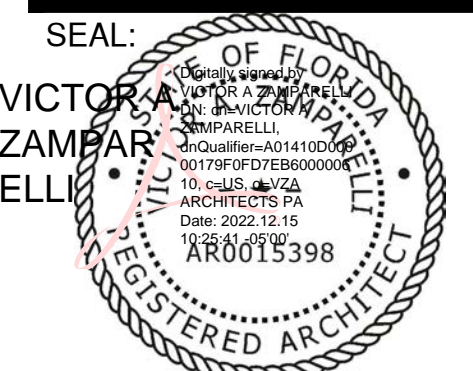
AV31
 Cafe

| REV | DATE | DESCRIPTION |
|-----|----------|--------------|
| | 11/8/22 | PERMIT SET |
| | 10/10/22 | LANDLORD SET |
| | 6/14/22 | SITE SURVEY |

POWER PLAN

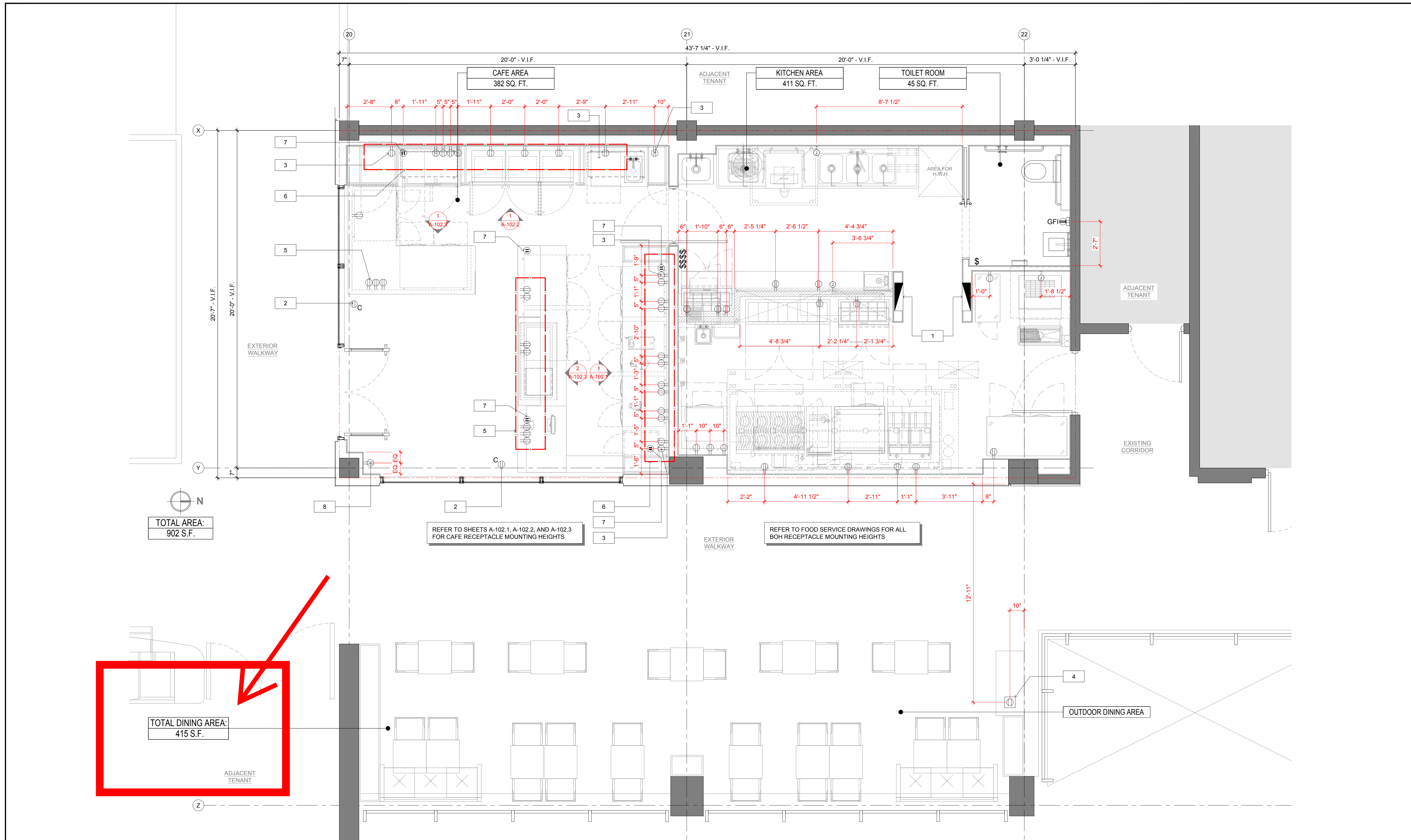
LOCATION:
 AVENUE 31 CAFE - SPACE 239
 BUILDING E, LEVEL 2 - BAL HARBOUR SHOPS
 9700 COLLINS AVENUE
 BAL HARBOUR, FL 33154

SHEET TITLE:



DATE: 5/31/22
 DRAWN BY: AMZP
 CHECKED BY: VZ
 SCALE: AS NOTED
 PROJ. NO.: AV31-2122
 SHEET No:

A-102



1 POWER PLAN

SCALE: 3/8"=1'-0"

| SYM | DESCRIPTION | SYM | DESCRIPTION |
|-------|--|-------|---|
| ⊕ | DUPLEX OUTLET MOUNTED AS INDICATED - ALL HEIGHTS TO CENTER OF RECEPTACLE AT 12" A.F.F. | ⊕ | HUBBELL COUNTERTOP RECEPTACLE NO. RCT200ALU - BRUSHED ALUMINUM, SURFACE MOUNT |
| ⊕ GFI | WALL MOUNTED GROUND FAULT INTERRUPTER DUPLEX ELECTRICAL RECEPTACLE @ 42" A.F.F. - U.O.N. | \$ | LIGHT SWITCH @ 40" A.F.F. |
| ⊕ C | SURFACE CEILING MOUNTED DUPLEX RECEPTACLE | NOTE: | RECEPTACLE OUTLETS AND COVER PLATES PAINTED COLOR OF WALLS - TYP. |
| ⊕ | QUADRUPLEX ELECTRICAL RECEPTACLE MOUNTED AS INDICATED - ALL HEIGHTS TO CENTER OF RECEPTACLE 12" A.F.F. | | |

| | | | |
|---|---|---|---|
| 1 | NEW ELECTRICAL PANELS AND EQUIPMENT - REFER TO ELECTRICAL DRAWINGS | 7 | G.C. TO PROVIDE COUNTERTOP RECEPTACLE - COORDINATE FINAL LOCATION WITH MILLWORK |
| 2 | CEILING RECEPTACLE TO BE CENTERED OVER STOREFRONT GLASS | 8 | CONVENIENCE RECEPTACLE @ 8" A.F.F. - CENTERED ON WALL AS SHOWN |
| 3 | G.C. TO PROVIDE RECEPTACLE ABOVE IN MILLWORK FOR SHELF LIGHTING - REFER TO POWER ELEVATION | | |
| 4 | G.C. TO PROVIDE FLOOR RECEPTACLE INSIDE WAITER'S STATION - COORDINATE WITH FLOOR JOIST BELOW | | |
| 5 | ALL ELECTRICAL TO RUN INSIDE MILLWORK AND INSTALLED ON THE BACK SIDE OF MILLWORK - G.C. TO COORDINATE REPLACEMENTS OF RECEPTACLES WITH MILLWORK | | |
| 6 | ALL RECEPTACLES IN THESE AREAS TO BE MOUNTED AT 12" - CENTER A.F.F. - REFER TO POWER ELEVATIONS | | |

ELECTRICAL LEGEND

CODED NOTES

EXISTING GREASE TRAP SYSTEM 6A EQUIPMENT INFORMATION :

RER-DERM Summary Block
Hydromechanical FOG Control Device (H-FCD)

| Required Information | Tank No. 1 | Tank No. 2 | Tank No. 3 | Tank No. 4 |
|--|---------------------------|------------|------------|------------|
| Capacity (gpm) | 100 GPM | | | |
| FOG Load Capacity (lbs) at 99% Efficiency | 6237 | | | |
| Manufacturer | Schier | | | |
| Model No. | GB-1000 | | | |
| 3 rd Party Certifier (i.e., PDI, CSA, ASME) | ASME A112.14.3 | | | |
| Interceptor Monitoring Alarm Model No. | G5 IMA REMOTE ALARM PANEL | | | |
| Interceptor Monitoring Device Model No. | N/A | | | |
| Solid Separator manufacturer and model | Schier Si-250 | | | |
| Sampling port manufacturer and model | Schier SV10 | | | |

Updated: 9/8/2022

The FCD, and associated appurtenances on FOG-approved stamped sheets in this set must be installed on site. Equivalent or similar equipment is not accepted by this Division. Should the FOG-approved plan sheets be voided and/or revised, they shall be submitted to the Building Department, and DERM-Grease accordingly for approval.

ALL EQUIPMENT LABELS MUST BE VISIBLE AT THE TIME OF THE DERM/BUILDING INSPECTION, AND REMAIN VISIBLE THEREAFTER

EXISTING GREASE TRAP SYSTEM PERMIT INFORMATION:

MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES
<http://www.miamidade.gov/building/home.asp>
6/18/2021 1:02:53 PM

| Tracking # | Process # | Permit # |
|------------|-------------|------------|
| 1221011843 | M2021011843 | 2021059493 |

THIS COPY OF PLANS MUST BE AVAILABLE ON BUILDING SITE OR AN INSPECTION WILL NOT BE MADE.

| Process # | Review | Disposition | Reviewer | Date |
|-------------|--------------|-------------|--------------------|-----------|
| M2021011843 | DERM CORE | A | TORRECH, RAMON | 5/7/2021 |
| M2021011843 | DERM GREASE | A | LOPEZ, KARINA | 6/18/2021 |
| M2021011843 | PERM | A | VENEROS, NELLY | 5/26/2021 |
| M2021011843 | UPFRONT FEES | A | WEB APPLICATION ID | 5/4/2021 |

Disclaimer.

Subject to compliance with all Federal, State, and County Laws, rules and regulations. Miami-Dade County assumes no responsibility for accuracy of or results of these plans.

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to the property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.

| Stamp Name | Trade | Disposition | Stamp Description |
|----------------|-------|-------------|-------------------|
| Approved | DERM | A | Approved |
| Approved | DFOG | A | Approved |
| Reference Only | DFOG | N/A | Reference Only |

02-06-23 DERM REV.

Miami-Dade County DERM FOG Control Program

FOG MASTER PLAN (HYDROMECHANICAL SYSTEMS)

SYSTEM ID: 6A

SITE: BAL Harbour Shops Date: 02-06-23
FULL ADDRESS: 9700 Collins Ave FOLIO(S): 12-2228-006-0060
CONTACT PERSON: Victor Caicedo PHONE NUMBER: 305-403-9256 EMAIL: vc@balharbourshops.com

| No. | GDD # | ADDRESS | SPACE /SUITE / BAY/NOOK | DERM APPROVED PROCESS NUMBER | FOOD SERVICE ESTABLISHMENT (FSE) | A | B | C | D | E | F | G | H | I | J |
|-----|-------|-------------------|-------------------------|------------------------------|----------------------------------|-------------|---------------|---------------------------|--------------------|------------------------|-------------|------|------------------------------|-------|----|
| | | | | | | TOTAL SEATS | SEAT ROTATION | GREASE PRODUCTION FACTOR* | TAKE-OUT MEALS/DAY | FOG PRODUCTION FACTOR* | FOG LBS/DAY | POP* | TOTAL FOG AT PEAK FLOW (GPM) | DRU's | |
| 1 | 6A | 9700 Collins Ave, | E-239 | M2023003937 | Ave 31 Cafe | 72 | 3 | 0.0455 | 50 | 0.0350 | 11.58 | 60 | 694.8 | 26.7 | 58 |
| 2 | | | | | | | | | | | 0 | | 0 | | |
| 3 | | | | | | | | | | | 0 | | 0 | | |
| 4 | | | | | | | | | | | 0 | | 0 | | |
| 5 | | | | | | | | | | | 0 | | 0 | | |
| 6 | | | | | | | | | | | 0 | | 0 | | |
| 7 | | | | | | | | | | | 0 | | 0 | | |
| 8 | | | | | | | | | | | 0 | | 0 | | |
| 9 | | | | | | | | | | | 0 | | 0 | | |
| 10 | | | | | | | | | | | 0 | | 0 | | |
| 11 | | | | | | | | | | | 0 | | 0 | | |
| 12 | | | | | | | | | | | 0 | | 0 | | |
| 13 | | | | | | | | | | | 0 | | 0 | | |
| 14 | | | | | | | | | | | 0 | | 0 | | |
| 15 | | | | | | | | | | | 0 | | 0 | | |
| 16 | | | | | | | | | | | 0 | | 0 | | |
| 17 | | | | | | | | | | | 0 | | 0 | | |
| 18 | | | | | | | | | | | 0 | | 0 | | |
| 19 | | | | | | | | | | | 0 | | 0 | | |
| 20 | | | | | | | | | | | 0 | | 0 | | |
| | | | | | | 72 | | | 50 | | 11.58 | | 694.8 | | 58 |

* GREASE PRODUCTION FACTORS (lbs/meal)

| | NO FLATWARE | WITH FLATWARE |
|------------------|-------------|---------------|
| LOW GREASE | 0.0050 | 0.0065 |
| MEDIUM GREASE | 0.0250 | 0.0325 |
| HIGH GREASE | 0.0350 | 0.0455 |
| VERY HIGH GREASE | 0.0580 | 0.0750 |

F=(AxBxC)(DxE)
H=FXG

| | | |
|--------------------------------|---------|-----|
| TOTAL CAPACITY OF SYSTEM (GPM) | 100 | GPM |
| TOTAL CAPACITY OF SYSTEM (LBS) | 6,237 | LBS |
| TOTAL ALLOCATED CAPACITY | 694.8 | LBS |
| TOTAL AVAILABLE CAPACITY | 5,542.2 | LBS |

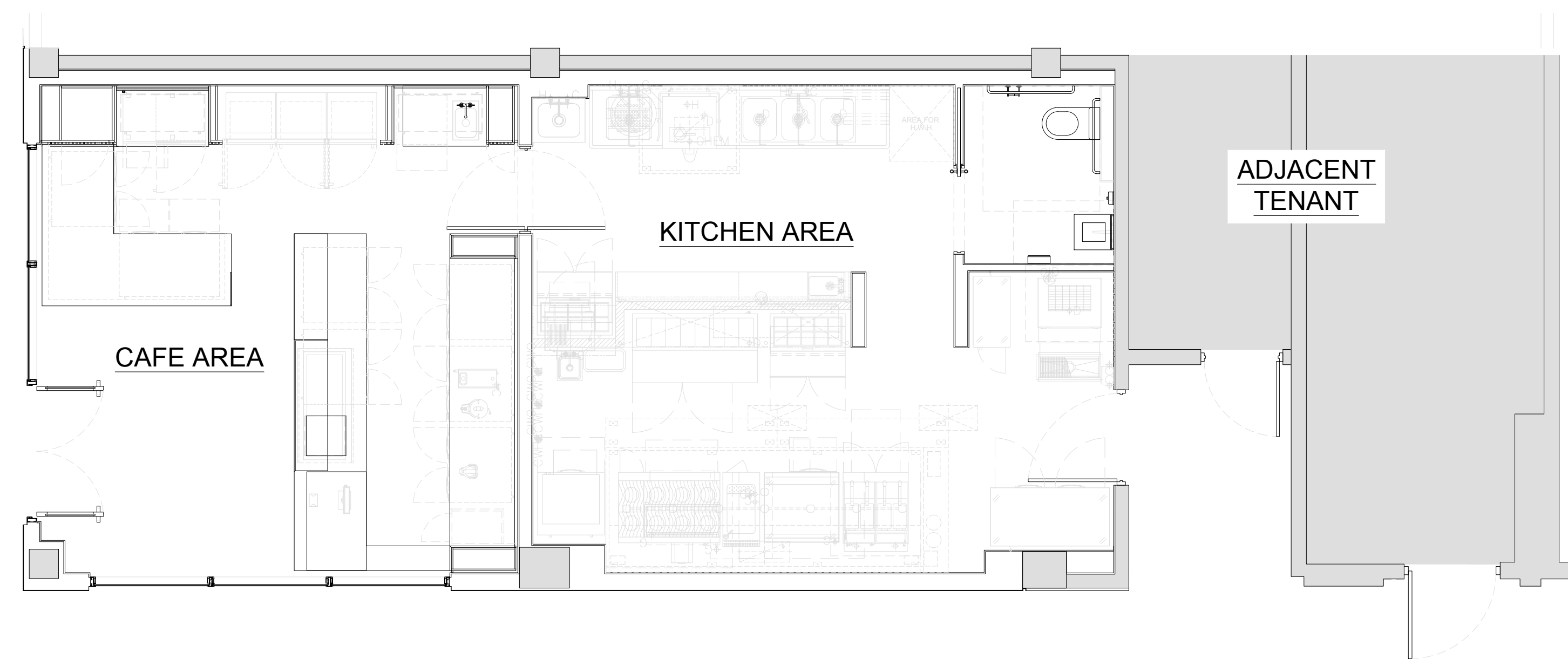
PIPE SIZE AT INLET OF THE INTERCEPTOR: 4 INCHES

NEW RESTAURANT KITCHEN AREA
REFER TO PLUMBING PLANS

EXISTING LANDLORD PROVIDED GREASE TRAP SYSTEM 6A LOCATED OUTDOORS AT FIRST LEVEL. REFER TO PROVIDED RECORD DRAWINGS FOR REFERENCE IN DRAWINGS P-100A, P-100B AND P-100C

FUTURE OUTDOOR SEATING AREA
40 SEATS

32 SEATS



SEATING CALCULATIONS:

OCCUPANCY CLASSIFICATION

A-2 ASSEMBLY (CODE SECTION 303)

CONSTRUCTION TYPE:

II A FULLY SPRINKLERED

PROPOSED USE

A TENANT IMPROVEMENT PROJECT WHICH WILL HOUSE CAFE AND KITCHEN WITH OUTDOOR DINING AREA, NO INTERIOR SEATING.

SEATING COUNT:

CAFE AREA:
NO INDOOR SEATING

OUTDOOR DINING AREA = 32 SEATS

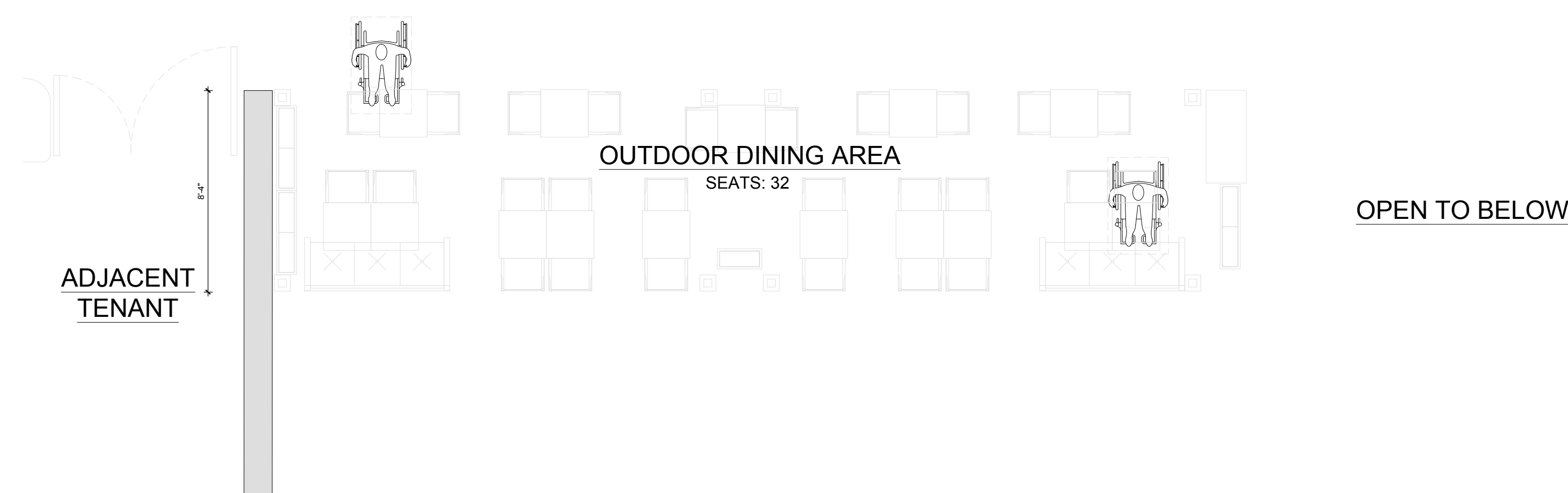
TOTAL OUTDOOR DINING SEATING: 32

OCCUPANCY CALCULATION:

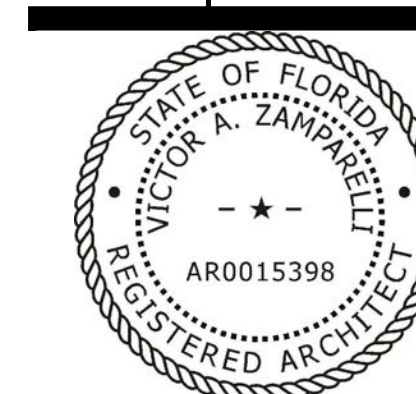
KITCHEN AREA:
411 SQUARE FEET (NET) / 200: 3 PERSONS

CAFE AREA:
382 SQUARE FEET (NET) / 60: 6 PERSONS AS PER CALCULATIONS ABOVE

TOTAL: 9 OCCUPANTS



1 OVERALL PLAN



BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE DONATION OF \$5,000.00 OF LAW ENFORCEMENT TRUST FUNDS TO THE ROTARY CLUB OF BAL HARBOUR; AUTHORIZING AND APPROVING THE DONATION OF \$2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO "DO THE RIGHT THING OF MIAMI, INC."; AUTHORIZING AND APPROVING THE DONATION OF \$2,500.00 TO FATHERS M.I.A., INC.

Issue:

Should the Village Council approve the donation to Rotary Club of Bal Harbour 5K Run/Walk, the donation to "Do The Right Thing of Miami, Inc.," and the donation to Fathers M.I.A., Inc. from the Village of Bal Harbour's Forfeited Assets Fund?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community

Item Summary / Recommendation:

The Bal Harbour Police Department is a co-sponsor for the annual 5K Run/Walk Race to benefit the Chief Mark N. Overton and Chief Miguel De La Rosa Memorial Legacy Scholarship Fund. This item seeks to provide a \$5,000 donation. The "Do the Right Thing" (DTRT) program has been sustained for over 25 years through sponsorships by local law enforcement agencies using Law Enforcement Trust Fund (L.E.T.F.) monies. DTRT services all school-age children throughout Miami-Dade County by rewarding their positive behavior, actions and good deeds. This item seeks to provide a \$2,500 donation. In addition, the department is seeking to donate \$2,500 to Fathers M.I.A., Inc. Fathers M.I.A. is a non-profit organization that helps fathers connect with their children and families. The organization was founded in 2016 by Gerald Hawkins Sr. and Robert L. Jackson III. Fathers M.I.A. provides resources and support for fathers who want to be more active and involved in their children's lives.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

| Amount | Account | Account # |
|----------|-----------------------------------|--------------|
| \$10,000 | LETF (State) - Management Expense | 12-21-504901 |

Sign off:

| Chief of Police | Chief Financial Officer | Village Manager |
|-------------------------|-------------------------|-------------------|
| Raleigh M. Flowers, Jr. | Claudia Dixon | Jorge M. Gonzalez |
| | | |

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE DONATION OF \$5,000.00 OF LAW ENFORCEMENT TRUST FUNDS TO THE ROTARY CLUB OF BAL HARBOUR; AUTHORIZING AND APPROVING THE DONATION OF \$2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO "DO THE RIGHT THING OF MIAMI, INC."; AUTHORIZING AND APPROVING THE DONATION OF \$2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO FATHERS M.I.A., INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Rotary Club of Bal Harbour Annual 5K Run/Walk Race

The Rotary Club of Bal Harbour, chartered in May 1953, enlists business and professional leaders dedicated to carrying out the Rotary International vision of "Service Above Self". Community service activities focus on areas of education at the Ruth K. Broad Bay Harbor K-8 Center, supporting the Police Athletic League (PAL) program, the annual award to the Police Officer of the year for the Village of Bal Harbour and the Town of Bay Harbor, Town of Surfside and Indian Creek Village Police Department as well as co-sponsoring the annual 5K Run/Walk Race to benefit the Chief Mark N. Overton and Chief Miguel De La Rosa Memorial Legacy Scholarship Fund.

The Bal Harbour Police Department would like to support this organization in their community initiatives, which impact not only Bal Harbour Village, but the community as a whole. As such, a donation of \$5,000.00 using Law Enforcement Trust Fund (L.E.T.F.) monies is recommended.

Do The Right Thing

The "Do the Right Thing" (DTRT) program has been sustained for over 25 years through sponsorships by local law enforcement agencies using Law Enforcement Trust Fund (L.E.T.F.) monies. DTRT services all school-age children throughout Miami-Dade County by rewarding their positive behavior, actions and good deeds.

The DTRT Awards Program distinguishes exceptional school-age children who choose to be drug and crime free, exhibit non-violent behavior, do well in school, make a difference in their communities, and demonstrate turnaround behavior. Each month of the school year, parents, police officers, teachers, and other adults nominate up to 1,000 children for doing the right thing. A selection committee reviews the nominations and selects ten finalists for the month who are honored at a ceremony at the City of Miami Police headquarters in downtown Miami. As such, a donation of \$2,500.00 using Law Enforcement Trust Fund (L.E.T.F.) monies is recommended.

Fathers M.I.A., Inc.

Fathers M.I.A. is a non-profit organization that helps fathers connect with their children and families. The organization was founded in 2016 by Gerald Hawkins Sr. and Robert L. Jackson III. Fathers M.I.A. provides resources and support for fathers who want to be more active and involved in their children's lives.

Fathers M.I.A.'s purpose is to become the bridge that will facilitate the reconciliation between fathers, children, and families. The Founders believe the Father is the foundation of the home, and if the foundation is broken, then the building is condemned. Too many of our children and families are functioning in a condemned state. Thus, the Purpose and Passion for Fathers M.I.A. is to move Fathers from Missing in Action to Motivated Involved & Active.

The foundation's goals are to give fathers and their children a fighting chance, and opportunities that positively change their lives, their thinking, their values, and their understanding through this foundation. Providing a program to assist in the development of Fatherhood, and provide a mentoring program for the fatherless. Gernald Hawkins is the founder of Fathers M.I.A., a non-profit organization dedicated to the bridging of fathers, children, and families.

Over the last few years, various members of the Bal Harbour Police Department have volunteered for this organization, and have attended events in representation of the department. As such, a donation of \$2,500.00 using Law Enforcement Trust Fund (L.E.T.F.) monies is recommended.

THE BAL HARBOUR EXPERIENCE

The Bal Harbour Police Department is responsible for ensuring the safety and welfare of the community at large, as well as its officers. Based on the department's community policing philosophy, the support of the Rotary Club of Bal Harbour 5K Run/Walk, "Do The Right Thing of Miami, Inc." and Fathers M.I.A, Inc. will serve to reinforce ties with the community at large.

CONCLUSION

The Council is asked to consider the Bal Harbour Police Department's request to support the Rotary Club of Bal Harbour "Do, The Right Thing of Miami, Inc. and Fathers M.I.A, Inc.

Approval of this item is recommended.

Attachments:

1. L.E.T.F. Affidavit
2. Invoice for "Do The Right Thing of Miami, Inc." Contribution
3. Request for Donation from Father's M.I.A., Inc.

RESOLUTION NO. 2023- ____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE DONATION OF \$5,000.00 OF LAW ENFORCEMENT TRUST FUNDS TO THE ROTARY CLUB OF BAL HARBOUR; AUTHORIZING AND APPROVING THE DONATION OF \$2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO "DO THE RIGHT THING OF MIAMI, INC."; AUTHORIZING AND APPROVING THE DONATION OF \$2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO FATHERS M.I.A, INC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rotary Club of Bal Harbour ("Rotary Club"), chartered in 1953 enlists business and professional leaders to carry out its vision of "Service Above Self" by supporting community service activities in education at the Ruth K. Broad K-8 Center, programs organized by the Police Athletic League, the annual award to the Police Officer of the Year from the Village and neighboring municipalities and co-sponsoring of the annual 5K Run/Walk Race to benefit the Chief Mark N. Overton and Chef Miguel De La Rosa Memorial Legacy Scholarship Fund; and

WHEREAS, the Village Council desires to support the mission of the Rotary Club to continue these community initiatives by making a donation in the amount of \$5,000.00 out of the Village's State Law Enforcement Trust Funds; and

WHEREAS, Do the Right Thing of Miami, Inc. ("DTRT") is a 501(c)(3) non-profit organization that distinguishes exceptional school-age children who choose to be drug and crime free, exhibit non-violent behavior, do well in school, make a difference in their communities and demonstrate turnaround behavior by rewarding excellent behavior, actions, and good deeds; and

WHEREAS, the Village Council desires to support the mission of DTRT by making a donation in the amount of \$2,500.00 out of the Village's State Law Enforcement Trust Funds; and

WHEREAS, Fathers M.I.A., Inc. is a non-profit organization that helps fathers connect with their children and families. The organization was founded in 2016 by Gerald Hawkins Sr. and Robert L. Jackson III (“Founders”) and Fathers M.I.A. provides resources and support for fathers who want to be more active and involved in their children’s lives; and

WHEREAS, the purpose of Fathers M.I.A. is to become the bridge that will facilitate the reconciliation between fathers, children, and families; and

WHEREAS, the Village Council desires to support the mission of Father’s M.I.A. by making a donation in the amount of \$2,500.00 out of the Village’s State Law Enforcement Trust Funds; and

WHEREAS, in accordance with Section 932.7055, Fla. Stat., the Village Chief of Police has certified by affidavit that the three donations and the expenditures are an appropriate outlay of Law Enforcement Trust Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above stated recitals are hereby adopted and confirmed.

Section 2. Donations Authorized. That the donation of \$5,000.00 of Law Enforcement Trust Funds to the Rotary Club of Bal Harbour, the donation of \$2,500.00 of Law Enforcement Trust Funds to Do the Right Thing of Miami, Inc. and the donation of \$2,500.00 to Fathers M.I.A, Inc. are hereby authorized and approved.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of November, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

AFFIDAVIT

STATE OF FLORIDA :
: SS
COUNTY OF MIAMI-DADE :

Before me this day personally appeared Raleigh Flowers, Jr. who deposes and says that:

I, Raleigh Flowers, Jr., Police Chief of Village of Bal Harbour, do hereby certify the following donations and/or expenditure from the Village of Bal Harbour's Forfeited Assets Fund comply with the provisions of Florida State Statute 932.7055, known as the Law Enforcement Trust Fund (LETF), as amended. These include:

- \$5,000 donation to the Rotary Club of Bal Harbour 5K Run/Walk
- \$2,500 donation to "Do The Right Thing, Inc"
- \$2,500 donation to Fathers M.I.A., Inc.



 Raleigh Flowers, Jr.
 Police Chief
 Bal Harbour Police Department

The foregoing instrument was acknowledged before me this 13th day of December 2023, by Raleigh Flowers Jr., Police Chief of the Police Department of Bal Harbour, Florida, a Florida municipal corporation, who (check one) [X] is personally known to me or [] has produced Florida Driver's license as identification.

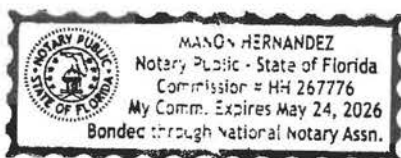
[SEAL] 

 Notary Public, State of Florida

Print name: Manon Hernandez

Commission Expires: May 24, 2026

Commission No: HH 267776





DO THE RIGHT THING OF MIAMI, INC.

C/O CITY OF MIAMI POLICE DEPARTMENT
400 N.W. 2ND AVENUE / ROOM 201-J / MIAMI, FL 33128
PHONE: 305-579-3344/FAX: 305-350-7919
WEBSITE: WWW.DOTHERIGHTTHINGINC.ORG

Board of Directors

Teresa Enriquez
President

Juanita Walker
Vice President

Marie-Jo Toussaint
Secretary

Christopher Rose
Treasurer

Rosalind Castle

Directors Emeritus

Jorge Colina
Miami Police Chief

Emilio Gonzalez
Miami City Manager

Advisory Director

Trina Robinson
NBC 6

Founding Directors

Carol McCracken
Marzell Smith

Advisory Board

Dori Alvarez
Rona Brandell
Jaquelyn Calzadilla
Priscila Eidam
Jacqueline Gonzalez-Cuba
Commissioner Wifredo Gort
Commissioner Keon Hardemon
Donald March, Jr.
Ian Moffett
Lea Padron
Jennifer Rojo Suarez
Commissioner Ken Russell
Akua Scott

Selection Committee

Cristina De Varona
Kenia Fallat
Sergio Guerrero
Richard Perez
Aileen Rodriguez

Staff

Jodi Atkison
Executive Director

Ariadna Espinosa
Program Coordinator

INVOICE

Bal Harbour Police Department
c/o Chief of Police
655 Ninety-Sixth Street
Bal Harbour, FL 33154

Do The Right Thing Law Enforcement Partners Campaign:

Sponsorship of the Do The Right Thing Program to assist in recognizing and rewarding Miami-Dade County students for their positive behavior, actions, and good deeds in conjunction with local law enforcement.

Please make check payable to Do The Right Thing and remit payment to:

Do The Right Thing, Inc.
c/o Miami Police Department
400 N.W. 2nd Avenue, Room 201-J
Miami, FL 33128

TOTAL: \$2,500.00



September 18, 2023

Chief Raleigh Flowers
City of Bal Harbour
655-96th Street
Bal Harbour, Florida 33154

Dear Chief Flowers,

We are writing today to ask for your continued support. You are a vital partner for us as we strive to meet the needs of fatherless children, and we are hoping that we can seek your support by including Fathers M.I.A. as a part of your annual budget. We request a budget contribution of \$2,500 to help meet our goal. The \$100,000 goal will take care of the scholarships for our exceptional graduates, and event expenses for the Youth Empowerment Program activities and Annual Spring Gala.

We have been greatly blessed by your support for our annual Spring Gala where you have provided staff as escorts for our youth. We have also been successful with our annual Bowling Tournament because of the sacrifice you make. By participating in and supporting Fathers M.I.A. you are a vital part of breakthrough change in our community. Our work is to bring awareness and encouragement to those whose fathers are not actively involved in their lives. Fathers M.I.A.'s purpose and goal are to inform youth that there is a community here to stand in the gap and proudly support them.

Birthered out of the vision of the organization's Founder, Gernald Hawkins, Sr., and Co-Founder, Robert L. Jackson III, our events are designed to foster a connection between fatherless young men and ladies and a community that cares. The purpose of the events is much like the vision of the organization, whose mission is to counsel, instruct, and support fathers on their path from Missing In Action to becoming Motivated, Involved, and Active. We have included in this letter our new organizational newsletter and the information for an upcoming event.

Please kindly inform us if the budget aligns with your anticipated financial parameters. We kindly ask for your approval of the budget and the release of funds to facilitate the completion of our plans for the upcoming year.

Sincerely,


Gernald Hawkins
Robert Jackson, III

Enclosure(s)

THE VITAL ROLE OF FATHERHOOD AND THE COMPASSIONATE OUTREACH OF FATHERS M.I.A., INC

Fatherhood stands as an essential pillar of our society, contributing profoundly to the well-being of families and communities. Engaged fathers play a vital role in their children's development offering unique perspectives, guidance, and emotional support. Their involvement fosters resilience, self-esteem, and healthy relationships in their offspring.

Fathers M.I.A., Inc is a nonprofit organization dedicated to bridging the gap between absentee fathers and their children. Through mentorship, counseling, and co-parenting workshops, they empower fathers to reestablish meaningful connections. Their legal support aids in formalizing relationships, ensuring children receive the love and guidance they deserve.

However, some fathers, for various reasons, find themselves absent from their children's lives, leaving emotional voids that can impact both kids and communities. This is where "Fathers M.I.A., Inc" steps in.



By recognizing the significance of fatherhood and the challenges some face, Fathers M.I.A., Inc plays a vital role in nurturing healthier families and, by extension, fostering stronger, more resilient communities. Their compassionate outreach serves as a beacon of hope for all those affected by absent fathers, illuminating a path toward brighter futures for children and society as a whole.

WWW.FATHERSMIA.ORG

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN EXPENDITURE FOR MICROSOFT 365 G3 GOVERNMENT LICENSING FROM PROTECTED TRUST AT AN ANNUAL COST NOT TO EXCEED \$38,496.

Issue:

Shall the Village Council approve an expenditure to acquire Microsoft 365 Government licensing?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

As we continue to pursue efficiency and innovation in how we deliver municipal services, the Information Technology Department identified the need to transition from the on-premise Microsoft Exchange server to Microsoft 365 Government cloud offering. This transition would improve the Village's continuity of operations, particularly during an emergency, by ensuring access to email and other Microsoft productivity software should the Village on-premise server be compromised or lose connectivity. This solution also offers enhanced business mobility for Village employees by allowing them to access information from anywhere.

In addition, this transition to Microsoft 365 government cloud was proposed and budgeted during the Fiscal Year 2024 Budget process, as a required element of the UASI-funded failover project. Moreover, as we began the implementation process for the software solutions offered through the Florida Cybersecurity grant, Microsoft 365 Government is a pre-requisite of some of the solutions provided to the Village.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

| | Amount | Account | Account # |
|--|----------|-----------------------------|--------------|
| | \$38,496 | Software Licensing & Maint. | 01-16-504691 |

Sign off:

| Admin. Services Director | Chief Financial Officer | Village Manager |
|--------------------------|-------------------------|-------------------|
| Dolores Mejia | Claudia Dixon | Jorge M. Gonzalez |
| | | |

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN EXPENDITURE FOR MICROSOFT 365 G3 GOVERNMENT LICENSING FROM PROTECTED TRUST AT AN ANNUAL COST NOT TO EXCEED \$38,496; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

As we continue to pursue efficiency and innovation in how we deliver municipal services, the Information Technology Department identified the need to transition from the on-premise Microsoft Exchange server to Microsoft 365 Government cloud offering. This transition would improve the Village's continuity of operations, particularly during an emergency, by ensuring access to email and other Microsoft productivity software should the Village on-premise server be compromised or lose connectivity. This solution also offers enhanced business mobility for Village employees by allowing them to access information from anywhere.

In addition, this transition to Microsoft 365 government cloud was proposed and budgeted during the Fiscal Year 2024 Budget process, as a required element of the UASI-funded failover project. Moreover, as we began the implementation process for the software solutions offered through the Florida Cybersecurity grant, Microsoft 365 Government is a pre-requisite of some of the solutions provided to the Village.

ANALYSIS

Microsoft 365 Government is a set of productivity, security, and mobility cloud software capabilities tailored for US government agencies. Delivered through unique environments that meet the most stringent of compliance requirements, Microsoft 365 Government is a cloud offer for US government customers that matches as closely as possible the features and capabilities of Microsoft commercial cloud enterprise offerings. In addition, Microsoft 365 Government complies with the stringent requirements of the Florida Department of Law Enforcement. Microsoft has ensured compliance and signed the Criminal Justice Information Service (CJIS) Addendum with the State of Florida.

The cost of this licensing is \$3,208 per month to provide services to the Villages approximately one hundred users, and shared mailboxes utilized by various departments to provide centralized communication with stakeholders. The annual cost for this service in Fiscal Year 2024 will be \$38,496.

THE BAL HARBOUR EXPERIENCE

Information technology supports the Bal Harbour Experience by providing modernized public facilities and infrastructure. With the need to ensure continuity of operations for all Village departments, connectivity to the Village’s files and email is central to the Village’s response during an emergency. The purchase of this licensing will allow Village employees to connect to email and productivity software from anywhere.

CONCLUSION

The Village has been pursuing opportunities that enhance our technology offerings. The purchase of Microsoft 365 Government will allow the Village to provide enhanced business mobility for employees, as well as ensure that our Fiscal Year 2024 major projects, including the UASI-funded failover project and Florida Cybersecurity grant software offerings are appropriately deployed.

I, therefore, recommend approval of this resolution.

Attachments:

1. Quote from Protected Trust

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN EXPENDITURE FOR MICROSOFT 365 G3 GOVERNMENT LICENSING FROM PROTECTED TRUST AT AN ANNUAL COST NOT TO EXCEED \$38,496; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as Bal Harbour Village (“Village”) pursues efficient and innovative delivery of municipal services, the Information Technology Department identified the need to transition from the on-premise Microsoft Exchange service to Microsoft 365 Government cloud offering, improving the Village’s continuity of operations and also offering enhanced business mobility for employees; and

WHEREAS, Microsoft 365 Government is a set of productivity, security and mobility cloud software tailored for US government agencies and meets the stringent requirements of the Florida Department of Law Enforcement; and

WHEREAS, the Village anticipated transitioning to Microsoft 365 for Fiscal Year 2024 to satisfy the requirements set forth in the UASI-funded failover project; and

WHEREAS, the cost of obtaining the license to provide services to the Village’s approximately one hundred users is \$3,208 per month, at a total annual cost for Fiscal Year 2024 of \$38,496; and

WHEREAS, the Village Council believes it is in the best interest of the Village to authorize the expenditure of an amount not to exceed \$38,496 for Microsoft 365 Government cloud software for Fiscal Year 2024 to promote greater efficiencies in the workplace.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Expenditure Approved. That the expenditure of funds for the purchase of Microsoft 365 Government software and related services in the amount of \$38,496 for Fiscal Year 2024 is hereby approved.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to execute and implement this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of November, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

Bal Harbour Village - Microsoft 365 Licenses

Quote created: October 13, 2023 Reference: 20231013-092923890

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154
United States

Dolores Mejia
dmejia@balharbourfl.gov
305.993.7433

Comments

Pedro Balata - Protected Trust



Products & Services

| | |
|---|----------------------|
| Microsoft 365 G3 GCC Microsoft 365 G3 GCC | 78 x \$36.00 / month |
| Exchange Online (Plan 1) for GCC Exchange Online (Plan 1) for GCC | 40 x \$4.00 / month |
| Azure Active Directory Premium P1 for Government Azure Active Directory Premium P1 for Government | 40 x \$6.00 / month |

TrustCare O365 or M365 Partner

118 x \$0.00 / month

First level support services provided by Client's IT Partner.

Support included:

- Basic Microsoft 365 product suite support including (Teams, Exchange Online, Word, PowerPoint, Excel, and SharePoint).
 - Microsoft licensing support for licenses purchased through Protected Trust.
 - U.S. based Online, Email, and Phone support along with administrative guidance and product/service documentation.
-

Monthly subtotal \$3,208.00

Total \$3,208.00

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Dolores Mejia
dmejia@balharbourfl.gov

[sig|req|signer1]

This quote expires on November 12, 2023

Purchase terms

This order is a Service Attachment to Protected Trust's [Master Service Agreement \(MSA\)](#). Client agrees that signing this Service Attachment in writing, by fax, by email or electronically constitutes signing and acceptance of Protected Trust's MSA.

This Order has a one (1) year Term. This Order will automatically renew at the end of each Term unless cancelled by either party in writing or by email at least 30 days prior to the end of each Term. Email notices from Client shall be sent to support@protectedtrust.com.

Payment is due at the time of placing orders for equipment, annual or perpetual licenses, and consulting and professional services projects.

Microsoft 365 Licensing:

- Microsoft 365 Monthly Licenses can be increased throughout the month. Microsoft 365 Monthly Licenses can only be decreased on their respective monthly renewal dates.
- Microsoft 365 Annual Licenses can be increased in quantity and/or upgraded (when upgrades are available) during their subscription period. Licenses will be prorated to co-terminate with their respective annual renewal dates. Microsoft 365 Annual Licenses can only be removed or downgraded once a year on their annual renewal date.
 - Microsoft 365 Annual Licenses require payment in advance prior to placing new, additional, upgrade or renewal orders for these licenses.

To schedule payments with our billing department, please contact Lori Chalker or Kim Gossett at 863-594-1141 Option 3.

Questions? Contact me



Pedro Balata

pbalata@protectedtrust.com

Protected Trust

PO BOX 111
Winter Haven FL 33882
US

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND SELECTRON TECHNOLOGIES TO ENABLE THE BUILDING DEPARTMENT TO UTILIZE THE SELECTTXT SERVICE AT A COST NOT TO EXCEED \$36,500 FOR THE FIRST YEAR AND RECURRING COSTS AFTER YEAR ONE OF \$14,000.

Issue:

Shall the Village Council approve an agreement with Selectron Technologies to provide additional automated services to contractors and stakeholders?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

As we continue to explore ways to improve service delivery to our stakeholders, efficient and effective communication most greatly impacts customer satisfaction. The Building Department has been focused on ensuring that stakeholders have access to up-to-date information regarding their permit status. With the implementation of Central Square's Community Development software (formerly known as TRAKiT), the Building Department can now provide access to permit information via a stakeholder portal, while integrating electronic plan review and inspection results at the touch of a button.

Through this implementation, the Building Department will have the option to integrate automated text messaging as part of their business process. Provided by Selectron Technologies, this service, SelectTXT, would allow customers to receive and send text messages relative to their permits. This additional means of communication allows stakeholders to access and receive information regarding their building permits at their fingertips, without needing to log into the customer portal.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

| | Amount | Account | Account # |
|--|---------------|-----------------------------|------------------|
| | \$36,500 | Software Licensing & Maint. | 01-24-504691 |

Sign off:

| Building Official | Chief Financial Officer | Village Manager |
|--------------------------|--------------------------------|--------------------------|
| Eliezer Palacio | Claudia Dixon | Jorge M. Gonzalez |
| | | |

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND SELECTRON TECHNOLOGIES TO ENABLE THE BUILDING DEPARTMENT TO UTILIZE THE SELECTTXT SERVICE AT AN COST NOT TO EXCEED \$36,500 FOR THE FIRST YEAR AND RECURRING COSTS AFTER YEAR ONE OF \$14,000; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

As we continue to explore ways to improve service delivery to our stakeholders, efficient and effective communication most greatly impacts customer satisfaction. The Building Department has been focused on ensuring that stakeholders have access to up-to-date information regarding their permit status. With the implementation of Central Square's Community Development software (formerly known as TRAKiT), the Building Department can now provide access to permit information via a stakeholder portal, while integrating electronic plan review and inspection results at the touch of a button. The Building Department completed their implementation and went live with this new software on September 18, 2023.

Through this implementation, the Building Department now has the option to integrate automated text messaging as part of their business process. Provided by Selectron Technologies, this service, SelecTXT, would allow customers to receive and send text messages relative to their permits.

ANALYSIS

The SelecTXT service provides the Building Department with the ability to automate the following permit information, and communicate with stakeholders via text message:

- (1) SelecTXT: Allows contractors/users to manage their inspection requests/results from a mobile device, including:
 - Schedule, Reschedule and Cancel inspection dates via an interactive text message conversation

- View inspection results
- Provides both simple step-by-step menu-driven and “power user” entries
- Scheduling, rescheduling and canceling inspections requires a text message “conversation” back and forth between the application and the mobile user, where the application requests specific permit-related information and the mobile user provides responses. A conversation consists of multiple text messages for each inspection request process.

(2) Relay Outbound Service: Allows the Building Department to send out general information or notifications which impact all permit holders, such as, notices to contractors about securing construction sites during a weather emergency (i.e., hurricane) and changes to Building Department processes and/or business operations that impact permit holders.

This additional means of communication allows stakeholders to access and receive information regarding their building permits at their fingertips, without needing to log into the customer portal. A number of other local municipalities have already launched SelectTXT, including the City of Fort Lauderdale. Attached for your information is a copy of the brochure developed to promote this service.

The cost of this service is as follows:

| | |
|---|-----------------|
| Year 1 Costs (Set Up Fees) | |
| Relay Platform | \$15,000 |
| SelectTXT | \$ 7,500 |
| Relay Outbound | \$ 5,000 |
| Discount | (\$5,000) |
| Implementation Cost | \$22,500 |
| Annual Recurring Costs | |
| Annual Platform Fee for Selectron | \$5,000 |
| Annual Text Bundle for up to 20,000 messages | \$2,000 |
| Annual Platform Fee for Relay Outbound | \$3,750 |
| Annual Message Bundle for Relay Outbound - Includes 20,000 Messages | \$3,250 |
| Annual Recurring | \$14,000 |

The total first year implementation cost is \$36,500, with an annual recurring cost of \$14,000 for the text bundles, as well as platform maintenance costs.

THE BAL HARBOUR EXPERIENCE

Safety is one of the main elements of the Bal Harbour Experience. The Building Department is responsible for the safety of all residents by ensuring that all construction is completed in a manner that complies with the Florida Building Code. Moreover, this additional automated service helps support the vision to develop and maintain

modernized public facilities and infrastructure through additional state of the art technology in communicating with stakeholders regarding their building permits.

CONCLUSION

The Village has been pursuing opportunities that enhance our customer's experience, particularly as they interact with the Building Department. The SelectTXT service in conjunction with our new building permitting software allows for enhanced communication between the department and the people it serves.

I, therefore, recommend approval of this resolution.

Attachments:

1. Agreement with Selectron Technologies
2. Sample of Collateral Material from Ft. Lauderdale

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND SELECTRON TECHNOLOGIES TO ENABLE THE BUILDING DEPARTMENT TO UTILIZE THE SELECTTXT SERVICE AT A COST NOT TO EXCEED \$36,500 FOR THE FIRST YEAR AND RECURRING COSTS AFTER YEAR ONE OF \$14,000; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Building Department is responsible for enforcing the Florida Building Code, Miami-Dade County and Village ordinances to ensure the Village's building stock is safe for residents, visitors and businesses; and

WHEREAS, in an effort to provide more effective and efficient services to customers, the Village Council in September 2021 approved the purchase of building permit software with CentralSquare Technologies, LLC for the purchase and implementation of community development software; and

WHEREAS, the Building Department continues to explore ways to improve service delivery to our stakeholders, and providing up-to-date information regarding their permit status is essential; and

WHEREAS, with the implementation of the CentralSquare's Community Development software, the Building Department can now provide access to permit information via a stakeholder portal, while integrating electronic plan review and inspection results at the touch of a button and now has the option to integrate automated text messaging as part of their business process; and

WHEREAS, Selectron Technologies offers this service, (SelectTXT), and allows customers to receive and send text messages relative to their permits and is used by other South Florida local governments; and

WHEREAS, this Council has determined that it is in the best interest of the Village to purchase the SelectTXT service from Selectron to enable the Building Department to send text messages to customers as to the status of their permits at a total cost to the

Village for the first year not to exceed \$36,500 and annual recurring costs of \$14,000 after the first year.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreement Approved. That the agreement with Selectron to provide the SelectTXT service at an initial cost \$36,500 for the first year, with annual recurring costs after year one of \$14,000, is hereby approved.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of November, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.



Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this "**Agreement**") by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns ("**Selectron**"), and Bal Harbour, Florida ("**Licensee**").

Recitals

Whereas, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "**Licensed Software**"; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron's application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 "Aggregate Data" means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular Individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 "Authorized User" means an Employee that Licensee provides with access to the Licensed Software.

1.3 "Customer Tools" means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of Licensee through an application that is set up and maintained as part of the Services and/or Licensee's website.

1.4 "Derivative Work" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that

in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

1.5 "Documentation" shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.6 "Employee" shall mean a then-current employee of Licensee.

1.7 "Intellectual Property Rights" shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, "moral rights", and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.8 "Licensed Software" shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in Exhibit C; (b) the Documentation; and (c) any Updates.

1.9 "Licensee Data" means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee's customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

1.10 "PCI Data" means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

1.11 "Security Incident" means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if (a) such breach creates a substantial risk of harm to Licensee or any individual(s) and (b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

1.12 "Services" means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in Exhibit C hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

1.13 "Technical Support Services" means the maintenance and technical support services described in Exhibit B hereto.

1.14 "Term" shall have the meaning set forth in Section 11.1.

1.15 "Trademarks" shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

1.16 "Updates" shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

1.17 "Work Product" means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 Grant of License to Use Licensed Software. Subject to the terms and conditions of this Agreement, including the End User License Agreement ("EULA") attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee's own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 Software Restrictions. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 Data Restrictions. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement (e.g., transmittal of PCI Data to Licensee's designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under

this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law).

2.4 Rights in Aggregate Data.

Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to application notification calls.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in Exhibit A and Exhibit C and the Technical Support Services described in Exhibit B in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in Exhibit A and Exhibit C. Unless a testing period of different duration is set forth in Exhibit A or Exhibit C, Licensee shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If Licensee provides Selectron with written notice during the applicable testing period describing the Licensed Software's failure to substantially comply with the limited warranty set forth in Section 7.3 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing period, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Except as provided in

Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Employees whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create unique log-in credentials, consisting of a "User Identification" and "User Password", for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for (and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Customer Tools. Licensee may permit its customers to access and use the Customer Tools solely through Licensee's website and/or an application that is set up and maintained as part of the Services, and solely for the purpose of enabling such customers to (a) receive notifications sent by or on behalf of Licensee, (b) make payments to Licensee, (c) view their invoices from Licensee and history of payments to Licensee, and (d) update their contact information with Licensee.

3.5 Hosting. During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA.

3.6 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide Licensee with Updates as they are made generally available by Selectron to its other customers, as well as

maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.7 Other Modifications to the Licensed Software. Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications and updates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

3.8 Further Licensee Obligations. Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees (“**Service Fees**”) in the amounts and according to the terms and conditions set forth in Exhibit A. In addition to the payment of Service Fees, unless different terms are provided for in Exhibit A, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice, and any amounts not paid when due will incur late fee charges at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is lower, calculated on a daily basis. If any amounts are past due and outstanding, Selectron reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron is entitled to recover all costs of collection, including attorney’s fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron in writing within fifteen (15) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within fifteen (15) days of Selectron’s receipt of Licensee’s written notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in Licensee’s favor, a credit will be issued by Selectron to Licensee on the next invoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees by providing Licensee with notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. Licensee’s sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron within twenty (20) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Licensee shall pay, indemnify, and hold Selectron harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee shall not be responsible for paying any taxes imposed on, or with respect to, Selectron’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Proprietary Rights

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Licensee agrees to take any action reasonably requested

by Selectron to evidence, maintain, enforce, or defend the foregoing. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "receiving party") may disclose Proprietary Information of the other party (the "disclosing party") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "Representatives") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "Proprietary Information" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate, municipal, or governmental powers, as the case may be (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation. If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with

Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.5 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE

LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION 8.5 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties.

Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron; (b) transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

8. Security

8.1 Internet Security. Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies' or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or (c) any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.4 or 8.5.

8.2 Remote Access Security. In order to enable code development and support and maintenance of the software, Selectron may require remote access capability. Remote access is normally provided by installing PC-Anywhere, ControllIT, or other industry standard remote access software. It may also be provided through a Licensee solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Licensee's responsibility to ensure that the remote access method meets Licensee's security requirements. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

8.3 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication for Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, Licensee's employees, or Licensee's end user suffer injury or damage due to the failure of outbound services to operate, even

though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

8.4 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

8.5 PCI Compliance. Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Selectron's proprietary payment application, is and shall remain compliant with PA-DSS. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

8.6 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts, or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation.

8.7 Limited Scope of PCI Data Processing. The parties acknowledge that Selectron's sole processing of PCI Data on behalf of Licensee shall consist of (a) collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After

transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

8.8 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other. Licensee, not Selectron, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data, and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

8.9 Licensee's Privacy Practices. Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially

infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis. This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; (c) Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third party software; (f) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement. Licensee shall indemnify, defend, and hold Selectron harmless for, from and against all liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against or incurred by Selectron in such action(s) that are attributable to such claim.

9.3 Security Related Indemnity Obligations of Selectron. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "Losses").

9.4 Security Related Indemnity Obligations of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the following acts or omissions: (a) their loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) their failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by Licensee pursuant to Section 8.8.

9.5 Conditions for Indemnification. The parties' indemnification obligations hereunder shall apply only if (a) the party to be indemnified (the "indemnitee" notifies the party obligated to indemnify them (the "indemnitor") in writing of a claim promptly upon learning of or receiving the same; and (b) the indemnitee provides the indemnitor with reasonable assistance requested by the indemnitor, at the indemnitor's expense, for the defense and settlement, if applicable, of any claim. The indemnitee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve the indemnitor of its obligations hereunder except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

9.6 Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify Selectron up to the statutory limits

9.7 Control of Defense. After receipt of notice of a claim, the indemnitor shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however,* that the indemnitee's consent shall be required for any settlement that does not include a full release of all claims. If the indemnitor fails to assume the defense of such claim within ten (10) business days after receipt of notice of the

claim, the indemnitee will (upon delivering notice to such effect to the indemnitor) have the right to undertake, at the indemnitor's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnitor; provided, however, that such claim shall not be compromised or settled without the written consent of the indemnitor. The party that assumes control of the defense of the claim will keep the other party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, the indemnitee shall be entitled to conduct its own defense at the cost and expense of the indemnitor if the indemnitee establishes that the conduct of its defense by the indemnitor would reasonably be likely to prejudice materially the indemnitee due to a conflict of interest between the indemnitee and the indemnitor; and provided further that in any event, the indemnitee may participate in such defense at its own expense.

Nothing in this Agreement shall be deemed as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

10. Limitation of Liability

10.1 Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

10.2 Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement.

11. Term and Termination

11.1 Term. The term of this Agreement shall commence on the Effective Date and continue for an initial period of five (5) years therefrom (the "Initial Term"), and shall automatically renew for successive one (1) year periods unless either party notifies the other of its intention not to renew at least ninety (90) days before the end of the then-current term (collectively, the "Term"). If Licensee cancels prior to the end of the Initial Term of five (5) years, all fees for the Initial Term of this agreement that are unpaid will become immediately due.

11.2 Termination for Default. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Licensee breaches the EULA or Sections 2.2, 5 and/or 6 of this Agreement, Selectron may immediately terminate this Agreement. Licensee shall notify Selectron within twenty-four (24) hours of Licensee's becoming aware of any breach (other than by Selectron) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and

Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees. Licensee shall furnish to Selectron an affidavit signed by an officer of Licensee certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

12. General Provisions

12.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of) (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth on the signature page below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1).

12.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or

federal courts located in Miami-Dade County, Florida,, U.S.A.

12.3 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.4 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs and reasonable attorney fees paid or incurred.

12.5 Injunctive Relief. In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 or any other material provision of this Agreement, Licensee acknowledges and agrees that there may be no adequate remedy at law to compensate Selectron for such breach, that any such breach may result in irreparable harm to Selectron that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Selectron shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Selectron may have at law, in equity, under this Agreement, or otherwise.

12.6 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

12.7 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.5 will remain in

effect notwithstanding the unenforceability of any other provision hereof.

12.8 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.9 Force Majeure. Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.10 Public Announcements. Licensee shall cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.11 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent

with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron.

12.12 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without

limitation attorneys' fees and costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.13 Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.14 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

12.15 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

12.16 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

In Witness Whereof, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

SELECTRON TECHNOLOGIES, INC.

By: 
Signature

Name: Todd A. Johnston

Title: President

Date: 8-22-2023

Address: 12323 SW 66th Avenue
Portland, OR 97223

LICENSEE

By: 
Signature

Name: Jorge Gonzalez

Title: Village Manager

Date: 8/30/2023

Address: 655 96th Street
Bal Harbour, FL 33154

EXHIBIT A
Scope of Work

Managed Services for SelecTXT & Outbound ARN against TRAKIT

| | TOTAL |
|--|-----------------|
| SYSTEM SETUP COSTS - Relay Platform | \$15,000 |
| Multi System Discount | -\$5,000 |
| SYSTEM SETUP COSTS - SelecTXT | \$7,500 |
| SYSTEM SETUP COSTS - Relay Outbound | \$5,000 |
| ANNUAL PLATFORM FEE - SelecTXT | \$5,000 |
| ANNUAL SMS MESSAGE BUNDLE - SelecTXT - 20K | \$2,000 |
| ANNUAL PLATFORM FEE - Outbound | \$3,750 |
| ANNUAL OUTBOUND MESSAGE BUNDLE - Relay Outbound - 20K | \$3,250 |

**Pricing above assumes a 5-year agreement*

Yearly Investment Rollup – 5-Year Agreement

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|------------------|-----------------|-----------------|-----------------|-----------------|
| System Setup Cost - Relay Platform | \$15,000 | | | | |
| Multi System Discount | (\$5,000) | | | | |
| System Setup Cost - SelecTXT | \$7,500 | | | | |
| System Setup Cost - Relay Outbound | \$5,000 | | | | |
| Annual Platform Fee - SelecTXT | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |
| Annual SMS Message Bundle - 20K | \$2,000 | \$2,000 | \$2,000 | \$2,000 | \$2,000 |
| Annual Platform Fee - Outbound | \$3,750 | \$3,750 | \$3,750 | \$3,750 | \$3,750 |
| Annual Relay Outbound Message Bundle - 20K | \$3,250 | \$3,250 | \$3,250 | \$3,250 | \$3,250 |
| YEARLY TOTAL | \$36,500 | \$14,000 | \$14,000 | \$14,000 | \$14,000 |

MANAGED SERVICES APPLICATION SCOPE & ASSUMPTIONS

- Channels:

- SelectTXT & Relay Outbound

- Functionality:

SelectTXT

- Allows contractors/users to manage their inspection requests/results from a mobile device
- Schedule, Reschedule and Cancel inspection dates via an interactive text message conversation
- View inspection results
- Provides both simple step-by-step menu-driven and “power user” entries
- Scheduling, rescheduling and cancelling inspections requires a text message “conversation” back and forth between the application and the mobile user, where the application requests specific permit-related information and the mobile user provides responses. A conversation consists of multiple text messages for each inspection request process.

Relay Outbound

- **Relay Outbound:** supports delivery of phone calls, emails, and/or SMS text messages to recipients. Messages are split into two components: **campaigns** designating who and when to contact, with **templates** determining the specific messaging and data present in a message.
- **Template Builder:** allows users with permission to build their own message templates with dynamic data elements for delivery. Data for Agency-Built Templates will be supplied via flat file (see below) and do not directly integrate with the client's application database.
- **Selectron-Built Template:** Rich template created by Selectron that utilizes dynamic information that is accessed through a real-time interface with the client's application database.

Automatic Results Notification

- **Flat file:** a .csv file, consisting of the call list and relevant recipient data, that is used to provide contact information and relevant data points to be relayed to message recipients. Flat files are only necessary for Agency-built templates. Selectron will work with the agency to provide an FTP site where flat files can be uploaded and made available for outbound campaigns. Relay Outbound has a web-based interface to configure and send messages as campaigns, which is accessed via the Relay Portal.

- Application Database Integration: TRAKiT
 - Integration to TRAKiT requires appropriate ports enabled within the Village of Bal Harbour's network and VPN connectivity, as determined is necessary during the system implementation.
- SelectTXT Telephone Number: SelectTXT will utilize and assign an 8XX number.

Required Items Not Included with Relay

- Required Host Interface – TRAKiT API

Host interface components must be installed and functioning prior to development

SELECTRON MANAGED SERVICES

PRICING & PAYMENT INFORMATION

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

SETUP FEE PAYMENT SCHEDULE

45% Invoiced at completion of kick off meeting
55% Invoiced at delivery of product for UAT

ANNUAL MANAGED SERVICE FEE, PLATFORM FEE & MESSAGE BUNDLE FEE PAYMENT SCHEDULE

100% Invoiced at delivery of system for UAT and recurring annual fees will be invoiced 45 days prior to beginning of next service year

* Per text overage fees are charged monthly after included text limit has been reached, Selectron will work with City to adjust text bundle as necessary with corresponding budget.

Text messages are purchased in annual message bundles. SMS Inspection Scheduling bundles will be priced separately from other types of text messages, including Outbound SMS bundles. Messages, as defined by the agreement, which are not used will rollover to the next qualifying renewal. The rollover messages from one period may only be used to offset overages in the next immediate period. If there are no overages from one period, the rollover messages from the prior period expire. A qualifying renewal is one that is equal to or greater than the previous period. If customer chooses to reduce their annual plan renewal, rollover messages do not apply.

Outbound messages are purchased in annual message bundles. Messages, as defined by the agreement, that are not used rollover to the next qualifying renewal. The rollover messages from one period may only be used to offset overages in the next immediate period. If there are no overages from one period, the rollover messages from the prior period expire.

TAXES

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

PAYMENT TERMS

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

VENDOR INFORMATION

Selectron Technologies, Inc.
12323 SW 66th Avenue
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

EXHIBIT B

Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Selectron shall provide for Licensee.

I. Definitions

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

A. "Error" means any failure of the Licensed Software to conform in any material respect with the Documentation.

B. "Error Correction" means either a bug fix, patch, or other modification or addition that brings the Licensed Software into material conformity with the Documentation.

C. "Priority A Error" means an Error that renders Licensed Software inoperative or causes a complete failure of the Licensed Software, as applicable.

D. "Priority B Error" means an Error that substantially degrades the performance of Licensed Software, as applicable, or materially restricts Licensee's use of the Licensed Software, as applicable.

E. "Priority C Error" means an Error that causes only a minor impact on Licensee's use of Licensed Software, as applicable.

II. Error Reporting and Resolution

A. Error Reporting. Selectron shall provide Licensee with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Selectron's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Selectron holidays.

B. Licensed Software Error Resolution. Selectron shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Licensee in accordance with Section II(A) of this Exhibit B; (b) make available to Licensee any Error Corrections that are made available by such Vendor(s) to Selectron promptly after such Error Corrections are delivered to Selectron; and (c) update Licensee with respect to the progress of the resolution of all Licensed Software Errors.

C. Error Resolution. Licensee shall report all Errors in the Licensed Software to Selectron in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Selectron shall use commercially reasonable efforts to correct any Error in the Licensed Software reported by Licensee, in accordance with the priority level actually assigned by Selectron to such Error, as follows:

1. Priority A Errors. In the event of a Priority A Error, Selectron shall, within two (2) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within twenty-four (24) hours of receiving Licensee's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.

2. Priority B Errors. In the event of a Priority B Error, Selectron shall, within six (6) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within forty-eight (48) hours of receiving Licensee's report of such Error, and an Error Correction within six (6) business days of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Error Correction.

3. Priority C Errors. In the event of a Priority C Error, Selectron shall, within two (2) business days of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within six (6) business days of receiving Licensee's report of such Error, and an Error Correction within three (3) weeks of receiving Licensee's report. Selectron shall provide Licensee with periodic reports on the status of the Error Correction.

EXHIBIT C
Statement of Work



Statement of Work

Village of Bal Harbour, FL

Relay

PERMIT PACK

| | |
|--|----------|
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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Village of Bal Harbour, FL (Village of Bal Harbour or Customer). The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

| Version # | Details | Date |
|-----------|-----------------|----------|
| 1.0 | Initial Release | 06/21/23 |

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Village of Bal Harbour's CentralSquare TRAKIT application database to provide the given data to Relay.

2.1. The Relay Platform

The Customer's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-department platform designed to connect Customers and government agencies, and utilities. The Relay platform uses a number of different application packs specific to the market being serviced. In addition to each application pack, the Relay channels include interactive voice response (IVR), web, mobile, outbound, call center agent assistance, and interactive texting capabilities all in a single platform.

The following sections detail the functionality that will be implemented for the Customer. Additional channels, applications, and integrations that are not specified in this SOW are not included but may be able to be added to the system under a supplemental statement of work.

2.1.1. Application Packs and Channels

The Customer's solution includes the following application pack and channels:

- Application packs:
 - Permits Pack
- Channels:
 - Outbound
 - SelecTXT

2.2. Permits Pack

The Customer's solution will be configured with the Relay Permits Pack. The Permits Pack offers community development agencies the ability to provide their citizens and contractors with a central point of access for permit and inspection information and services. Through available Relay channels, citizens and contractors using a permit number can communicate with the department 24/7 and 365 days a year. Callers will be able to enter a permit number and perform a variety of actions.

All permit, inspection, and/or code information is made available through an API to the Customer's application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.3. Relay Outbound

Relay Outbound provides the Customer's staff with a multi-channel outbound communication platform capable of sending citizens voice, SMS, and email messages.

Messages can be configured to include dynamic account data designed to be sent to specific recipients or can be designed as 'general information' messages without customer-specific data. These outbound messages can be designed and configured by staff using the Relay Portal. Customer-configured voice messages will be spoken to message recipients using computerized text-to-speech.

Relay Portal allows users to:

- Schedule one time, daily, weekly or monthly outbound campaigns
- Use dynamic data variable in any campaign
- Set runtime windows and overflow rules for campaigns

In addition to the above customer-configured messages, Selectron will design one message template during the implementation process. This Selectron-created template will use professional voice recording for voice messages instead of computerized text-to-speech. This project includes one Selectron-built notification as described in the following section.

2.3.1. Automatic Results Notification

During the inspection scheduling process, the permit holder may request to be contacted when the inspector has posted the results. After selecting this option, the permit holder is prompted to enter their telephone number.

After inspectors post the results of an inspection, permit holders that have opted in are contacted with the notification. The Automatic Results Notification provides the following information: the permit number, inspection type, inspection result, and the inspection date. If the call is answered by voice mail, a generic message is played stating that a result was posted to the inspection, but the actual result is not played.

2.3.2. User-created Notifications

The Customer can send end-user-defined notifications to citizens via phone, email, or SMS text. The Customer is responsible for defining and configuring these notifications, which can be done via the Relay Portal. Training for configuring and recording these notifications will be provided at the end of the implementation process.

2.4. SelecTXT

SelecTXT for inspection scheduling allows contractors to manage inspection requests and results from a mobile device. Users can schedule, reschedule, and cancel inspection dates via an interactive text message conversation, and view inspection results. SelecTXT provides both step-by-step, menu-driven, and "power user" entries. Scheduling, rescheduling, and canceling inspections require a text message conversation

back and forth between the application and the mobile user, where the application requests specific permit-related information and the mobile user responds. A conversation consists of multiple text messages for each inspection request process.

Citizens and contractors using a permit number can communicate with the department 24/7 & 365 days a year. Callers will be able to enter a permit number and perform the following actions:

- Access inspection results
- Permit-based messaging
- Schedule/reschedule inspections
- Cancel inspections
- View the site address for the permit

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other database components. These are described in the following sections.

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with the Customer's backend application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if necessary data are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and result in additional professional service fees.

4. Deployment Model

This implementation of Relay will be deployed in Selectron's Relay Managed Services environment.

Relay Managed Services is a hosted application environment, located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

5. Administrative Tasks

This section details administrative tasks that can be performed to manage Relay. All system administration for Relay is handled through the Relay Portal web application. The Customer's administrator will be provided with user credentials for the Relay Portal application during the

implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned per-user; permissions govern the functionality available to a given user.

The Relay Portal provides administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on Chrome, Firefox, Microsoft Edge, and Safari.

5.1. Activity Widgets

The Customer's solution is equipped with the following dashboard widgets, allowing for the easy tracking of daily activity and statistics.

Activity

- SelectTXT Activity - Tracks and reports SelectTXT activity with line graph
- Inspection Widget – Tracks and reports inspection activity with displayed numbers
- SelectTXT Inspection Activity Widget – Tracks and reports SelectTXT inspection activity with bar graph

Support System

- System Status Widget – Tracks status of the system through Ping and Database displays
- Today Widget – Displays date, holiday, office hours, and greeting information

Outbound

- Outbound: Completed Summary – Summarizes and displays data of completed outbound campaigns
- Outbound: Running Now – Tracks, reports, and displays current outbound data through a percentage chart
- Outbound: Up Next – Tracks, report and displays upcoming outbound campaign data through a time countdown

5.2. Run System Reports

Administrators will be able to run system reports via the Relay Portal.

5.2.1. Reports Center

- Running / Saving Reports - Depending on your permissions, the Reports Center has a large number of system, activity, and usage reports that you can run. Saving a Report - To save a report (including how you have set the filters), click the desired file type you want to download, either PDF or Excel. The Portal will automatically generate the file and allow you to download it.

The solution will also be equipped to provide the following reporting functions:

- System Status Report - See a log of system events, including reboots and changes in the system's overall status or health.
- Relay Permits Reports

- Inspector Posting Activity Report - This report provides a summary of inspector posting activity, per day of the week, within the specified date range. The report lists inspector names and the number of inspections resulted each day.
- Inspections Summary Report - This report provides a summary of inspection scheduling activity per day within the specified month and year. The report lists the number of inspections scheduled and canceled on the IVR each day.

5 SelectTXT Reports

- SelectTXT Activity Report - This report provides a graph of different activity types performed by visitors over a relative span of time (hour over hour, day over day, month over month, and more).
- SelectTXT Activity Detail Report - Use this report to find a specific SelectTXT conversation or group of conversations. Search by date/time, phone number, or other identifying information to find text conversations of interest.

6 Relay Outbound Reports

- Outbound Campaign Detail Report – This report shows the detail of Outbound campaign messages delivered for a specific Campaign Type.
- Outbound Campaign Summary Report – This report shows the summary of Outbound campaign messages delivered for a specific Campaign Type.
- Outbound Import Errors Report - This report shows all recipients that were not contacted due to incomplete data or errors.

5.3. Schedule Outbound Campaigns

Using the Relay Portal, administrators can create, edit, and review outbound campaigns made using Relay Outbound. Each instance of an outbound campaign must be scheduled individually. This includes selecting the type of notification, the date/time of delivery, and (for customer-created notifications) the configuration of the message.

The administrator will also need to upload a contact list in .csv format for the notification. The exact formatting of the .csv file will vary depending on the notification being scheduled. Selectron will provide the Customer with example .csv files for the configured notifications included in this project, as well as assistance in generating the outbound call list.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the documents to help facilitate the service implementation process. Some or all of these may be provided depending on the scope of the project.

- Implementation Questionnaire- gathers critical information needed to set up and initiate the service. This includes information on the toll-free numbers, call volume, APIs.
- Remote Access Questionnaire- details information that Selectron Technologies needs to remotely access the Customer's network and application database prior to system initiation, allowing for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- Outbound messaging configuration
- SelecTXT messaging flow

Software development can begin once these design elements are completed and approved by the Customer.

6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.5. Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- SelecTXT phone number
- SelecTXT instructions
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, the Customer's database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any of the Customer's application databases (or other application database software) may require professional services outside the scope of this service.

6.2. Village of Bal Harbour, FL

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

6.2.3. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Outbound messaging configuration
- SelectTXT message flow design

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

To fully test the interactive solution, Selectron Technologies requires access to the Customer's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could disrupt service for the interactive

solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, the payment gateway, or the network are modified. The Customer is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

The Customer has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period, the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.7. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgment to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

EXHIBIT D

SELECTRON TECHNOLOGIES, INC. END USER LICENSE AGREEMENT

This End User License Agreement (this "EULA") is part of a Master Services and Hosting Agreement (the "Master Agreement") between Selectron Technologies, Inc., an Oregon corporation ("Selectron", "we", "our", or "us") and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us ("Licensee"). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an "Authorized User"). In this EULA, unless the context clearly indicates otherwise, all references to "you," or "your" means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

SELECTRON PROVIDES THE LICENSED SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, SELECTRON WILL NOT AND DOES NOT LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MUST NOT USE OR ACCESS THE SOFTWARE.

1. License Grant. Subject to your strict compliance with this EULA, Selectron hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Licensed Software solely in accordance with the Documentation, the Master Agreement, and this EULA, for Licensee's internal business purposes. The foregoing license will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or
- (b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

2. Scope of License. Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

- (a) Use and access the Licensed Software in accordance with this EULA and the Documentation, solely for Licensee's internal business purposes.
- (b) Download, display, and use the Documentation, solely in support of Licensee's use and access of the Licensed Software in accordance herewith.
- (c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

3. Copies. All copies of the Licensed Software and Documentation made by you:

- (a) Will be the exclusive property of Selectron;
- (b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

4. Use Restrictions. You shall not, directly or indirectly:

(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA;

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;

(g) Use the Licensed Software for the commercial or other benefit of a third party;

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA;

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or

any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

6. Intellectual Property Rights. You acknowledge that the Licensed Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Software under this EULA or the Master Agreement, or any other rights to the Licensed Software other than to use the Licensed Software in accordance with the license granted under this EULA and the Master Agreement, subject to all terms, conditions and restrictions contained therein and herein. Selectron reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software, subject to the licenses expressly granted in the Master Agreement and this EULA. You shall use commercially reasonable efforts to safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oregon.

Send Express Commands

to schedule even quicker with a single message

To **SCHEDULE** an inspection:

| S | Permit number | Inspection code | Preferred date (mm/dd) | Preferred AM or PM |
|---|---------------|-----------------|------------------------|--------------------|
|---|---------------|-----------------|------------------------|--------------------|

example: "S 1817077600 100 06/07 AM"
will schedule a new 100 inspection for permit 1817077600 on the morning of June 7th

To **CANCEL** an inspection:

| C | Permit number | Inspection code |
|---|---------------|-----------------|
|---|---------------|-----------------|

example: "C 1817077600 100"
will cancel the previously scheduled 100 inspection for permit 1817077600.

To **RESCHEDULE** an inspection:

| RESCHED | Permit number | Inspection code | Preferred date (mm/dd) | Preferred AM or PM |
|---------|---------------|-----------------|------------------------|--------------------|
|---------|---------------|-----------------|------------------------|--------------------|

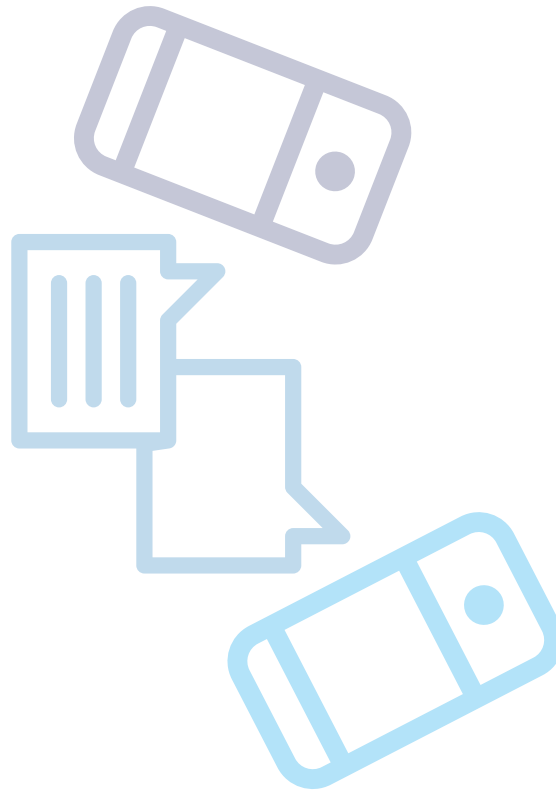
example: "RESCHED 1817077600 100 06/07 AM"
will reschedule the existing 100 inspection for permit 1817077600 to the morning of June 7th.

To **CHECK RESULTS** for an inspection:

| R | Permit number |
|---|---------------|
|---|---------------|

example: "R 1817077600"
will show the results on the completed inspection for permit 1817077600.

City of Fort Lauderdale
Development Services Department
700 NW 19th Ave
Fort Lauderdale, FL 33311



City of Fort Lauderdale Development Services Department



Inspection Scheduling Instructions

Schedule | Cancel | Reschedule | Check Results

Includes Complete List of Inspection Codes



To schedule by text message,
send "SCHEDULE" to
954 828-6520



S

Schedule by Text

via the Relay SelecTXT system

- 1 Enter one of the following into your text messaging app

“SCHEDULE”
to schedule an inspection

“CANCEL”
to cancel an inspection

“RESCHEDULE”
to reschedule an inspection

“RESULTS”
to obtain inspection results

- 2 Send it to 954 828-6520
- 3 Follow the interactive prompts for entering your permit number, inspection code, and other details.

INSPECTION CODES

STRUCTURAL

- 100 AUDIT PRIVATE PROVIDER
- 102 BAR JOIST INSPECTION
- 104 BUILDING FINAL
- 106 CEILING GRID
- 108 COLUMN STEEL
- 110 CONCEALED FASTENERS IN PROGRESS
- 112 CONCRETE DRIVE WIRE
- 114 CONCRETE UNIT MASONRY LETTER
- 116 CURTAIN WALL
- 118 DAILY FLAT ROOF IN PROGRESS
- 120 DRYWALL SCREW
- 122 EXTEND BUILDING PERMIT
- 124 FIRESTOPPING
- 126 FL ACCESSIBILITY
- 128 FLOOR SHEATHING
- 130 FLOOR SOUND IN PROGRESS
- 132 FOUNDATION
- 134 FRAMING
- 136 GARAGE DOOR
- 138 GRADE BEAM
- 140 HURRICANE MITIGATION
- 142 INSTALL LWC IN PROGRESS
- 144 INSULATION
- 146 JOB CHECK
- 148 JOB CHECK INSP
- 150 METAL ROOF IN PROGRESS
- 152 MOP ON FOR SLOPED ROOF
- 154 PATIO STEEL
- 156 POOL BARRIER
- 158 POOL STEEL
- 160 ROOF FRAMING
- 162 ROOF SHEATHING
- 164 SHINGLE IN PROGRESS
- 166 SHUTTER PANELS INSTALLED
- 168 SLAB/SIDEWALK/PATIO
- 170 SPECIAL INSPECTOR VERIFICATION

Structural Continued

- 172 STEEL/REBAR
- 174 TIE BEAM
- 176 TILE IN PROGRESS
- 178 TIN CAP
- 180 TRUSS
- 182 VOID WITHDRAWN
- 184 WALL SHEATHING
- 186 WINDOW/DOOR
- 188 WINDOW/DOOR BUCK
- 190 WIRE LATH

ELECTRICAL

- 200 30 DAY TEMPORARY POWER TEST
- 202 BELOW GRADE ROUGH
- 204 CEILING ROUGH
- 206 ELECTRIC AUDIT PRIVATE PROVIDER
- 208 ELECTRICAL FINAL
- 210 FOOTER STEEL BONDING
- 212 JOB CHECK
- 214 POOL DECK BOND
- 216 POOL NICHE BOND
- 218 POOL STEEL BOND
- 220 ROUGH
- 222 SERVICE ROUGH
- 224 SLAB
- 226 WALL ROUGH

ENGINEERING

- 300 ENGINEERING FINAL
- 302 ENGINEERING JOB CHECK
- 304 ENGINEERING ROUGH
- 306 EXTEND ENGINEERING PERMIT
- 308 PARTIAL C/O
- 310 POST FINAL INSPECTION
- 312 TEMPORARY C/O

FIRE

- 400 EXTEND FIRE PERMIT
- 402 FIRE FINAL
- 404 FIRE JOB CHECK
- 406 FIRE ROUGH
- 408 KNOXBOX SERVICE

Fire Continued

- 410 PARTIAL C/O FIRE
- 412 TEMPORARY C/O

LANDSCAPE

- 500 LANDSCAPE FINAL
- 502 LANDSCAPING JOB CHECK
- 504 LANDSCAPING PARTIAL C/O
- 506 LANDSCAPING TEMP C/O
- 508 STREET TREE
- 510 STRUCTURAL SOIL
- 512 TREE PROTECTION

MECHANICAL

- 600 DUCT DETECTOR TEST
- 602 JOB CHECK
- 604 MECHANIC AUDIT PRIVATE PROVIDER
- 606 MECHANICAL FINAL
- 608 MECHANICAL ROUGH
- 610 SMOKE DETECTOR TEST

PLUMBING

- 700 HANGER
- 702 JOB CHECK
- 704 PLUMBING AUDIT PRIVATE PROVIDER
- 706 PLUMBING FINAL
- 708 PLUMBING JOB CHECK
- 710 POOL/SPA MAIN DRAIN
- 712 POOL/SPA PERIMETER PIPING
- 714 ROUGH
- 716 TOP OUT

ZONING

- 800 ASPHALT PAVING ROCK
- 802 ASPHALT PAVING SUBGRADE
- 830 EXTEND ZONING PERMIT INSP
- 804 FINAL
- 806 FINAL SURVEY
- 818 FOUNDATION
- 808 HISTORICAL INSPECTION

Zoning Continued

- 810 JOB CHECK
- 820 PARTIAL C/O
- 812 SIGN ROUGH
- 822 RIPRAP
- 814 SPOT SURVEY
- 824 ROUGH
- 816 ZONING AND PLANNING INSPECTION
- 826 SETBACK
- 828 TEMPORARY C/O

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL APPROVING AN AMENDMENT TO THE AGREEMENT WITH CLEAN SPACE INC. TO ADD JANITORIAL SERVICES AT THE NEW BAL HARBOUR WATERFRONT PARK, IN AN AMOUNT NOT TO EXCEED \$40,404 ANNUALLY.

Issue:

Should the Village approve an amendment to the agreement with Clean Space Inc. to add janitorial services at the new Bal Harbour Waterfront Park, for the duration of the current agreement?

The Bal Harbour Experience:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input checked="" type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

The Village currently has an agreement in place (through the award of RFP 2017-03) with Clean Space Inc. to provide janitorial services at Village facilities, including Village Hall, Public Works Operations Annex, the Police Station at Bal Harbour Shops, and the guardhouse in the gated community. With the new Bal Harbour Waterfront Park facility coming online, staff obtained a proposal to add janitorial services to the park facility at the end of each day, seven days per week. The proposal is for \$3,367.00 monthly, or \$40,404.00 annually. This amount was anticipated and budgeted for in the FYE 2024 operating budget.

The agreement is currently in the last renewal period and will be re-bid in late 2024.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

| | Amount | Account | Account # |
|--|-------------|---------------------|--------------|
| | \$40,404.00 | Janitorial Contract | 01-72-503404 |

Sign off:

| | | |
|----------------------------|-------------------------|-------------------|
| Recreation, Arts & Culture | Chief Financial Officer | Village Manager |
| Sylvia Flores | Claudia Dixon | Jorge M. Gonzalez |
| | | |

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND CLEAN SPACE INC. FOR JANITORIAL SERVICES AT THE NEW BAL HARBOUR WATERFRONT PARK, IN AN AMOUNT NOT TO EXCEED \$40,404 ANNUALLY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

As we prepare for the opening of the new Bal Harbour Waterfront Park, it is necessary to ensure that all appropriate services are in place to maintain the facility as beautiful and unique as the day it opens to the public. Pursuant to the direction of the Council in the February 2023 retreat, the park hours of operation will be seven days per week, with the Community Center hours consisting of Monday through Friday, 9am - 8pm, and Saturday and Sunday, 9am - 1pm. Park patrons will be able to enjoy the various amenities, as well as participate in structured recreation programs, such as Tai Chi, Yoga, dance, music, and art classes. With anticipated significant usage daily, it is important to ensure that a professional and responsible janitorial program is in place.

The organizational structure for the Recreation, Arts & Culture Department includes a maintenance division with two full-time employees and two part-time employees. This division will provide for a minimum of one employee on shift at all times during operating hours for the park. Responsibilities will include opening and closing facilities, safety inspections of grounds and facility, maintenance of water feature (splash pad), program and event support (with set up and breakdown), rules enforcement, and general maintenance throughout each day.

In order to ensure that the facility is kept in excellent condition even with daily usage by park patrons of all ages, it is important to implement a responsible, effective, and efficient janitorial program, that combines general maintenance during the day with our maintenance staff, and thorough cleaning each evening, with a professional janitorial service.

ANALYSIS

The Village currently holds an agreement for janitorial services with Clean Space Inc. which was originally awarded in 2018, through RFP 2017-03, to Kelly Janitorial Systems Inc. In 2021, Clean Space Inc. acquired Kelly Janitorial Systems Inc. and agreed to abide by and honor the terms of the agreement with Kelly Janitorial Systems Inc. The agreement was for an initial term of three (3) years, with two additional options to renew, each of two (2) years, and is currently in the final renewal period, valid through January 22, 2025. The Scope of Services of the agreement is janitorial services for Village facilities, including Village Hall, the Public Works Operations Annex in North Miami, the Police Station at Bal Harbour Shops, and the guardhouse at the gated community. The agreement previously included the Public Works building and recreation complex formerly at the park site (701 96 Street), but when construction began, that service was reassigned to the new Public Works Operations Annex.

With the new waterfront park coming online, Village staff reached out to Clean Space Inc. and requested a proposal to add janitorial services for the new park to the current agreement. The proposal provides for service daily, including personnel, and cleaning agents, for an amount of \$3,367.00 monthly. Pricing for services of this nature is based on various factors, including size of space, flooring type, quantity and size of restrooms, and fixtures, as well as type of usage. No two spaces are exactly the same, therefore, pricing will vary from facility to facility. A community/recreation space requires more personnel hours as opposed to a business office, to ensure all spaces are adequately cleaned, due to the type of use (recreational play and movement with constant in and out throughout the day versus office space with customers limited to one general area).

The proposal provided by Clean Space is comparable to current market value as well as the current rates for our other facilities, when factoring in size, quantity of services weekly, and type of usage. In addition, because Clean Space is currently our provider of service in all other facilities, it is beneficial to utilize the same provider for the new facility, in order to ensure consistency of service, so that standards of expectation can be communicated and enforced throughout all facilities effectively. The proposal amount, which comes to \$40,404 annually, was anticipated and budgeted for in our FYE 2024 operating budget for the park.

Approval of this resolution will approve an amendment to the agreement with Clean Space Inc. to add janitorial services for the new park, through the end of the contract term only. With the current agreement expiring in January 2025, a formal bid solicitation will take place in late 2024, to obtain a responsible and competitive bid for all Village facilities, to take effect at the end of this agreement term.

THE BAL HARBOUR EXPERIENCE

Our new jewel, Bal Harbour Waterfront Park, is a highly-anticipated amenity that will provide a special space for our residents and guests to enjoy. Maintaining the facility and grounds to the highest quality will ensure the beautiful environment that our community has come to expect as part of *The Bal Harbour Experience* and leverage the park as a coveted jewel among our Destinations and Amenities.

CONCLUSION

The need to ensure a high-quality service at our new Bal Harbour Waterfront Park is important to user satisfaction. Implementing a professional and responsible janitorial program will maintain the quality of this unique and elegant facility to help deliver *The Bal Harbour Experience*. I, therefore, recommend approval of this item.

Attachments:

1. Amendment to Agreement with Clean Space Inc.
2. Clean Space Inc. Proposal for Janitorial Services at Bal Harbour Waterfront Park.
3. Professional Services Agreement with Kelly Janitorial Services Inc. (now Clean Space Inc.)

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND CLEAN SPACE INC. FOR JANITORIAL SERVICES AT THE NEW BAL HARBOUR WATERFRONT PARK, IN AN AMOUNT NOT TO EXCEED \$40,404 ANNUALLY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 21, 2017, the Village awarded RFP 2017-03 for Village Facility Janitorial Services to Kelly Janitorial Systems and subsequently entered into an Agreement for Professional Services on January 23, 2018, as per the terms of RFP 2017-03, with an initial term of three years, and two additional renewal options of two years each; and

WHEREAS, on January 21, 2021, the Village was notified in writing that Kelly Janitorial Systems Inc. was acquired by Clean Space Inc. and that Clean Space Inc. agreed to honor the agreement established between the Village and Kelly Janitorial Systems Inc.; and

WHEREAS, the Village exercised the first option to renew for an additional two-year term, on January 23, 2021 and exercised the second and final option to renew on January 23, 2023, for an additional two-year term valid through January 22, 2025; and

WHEREAS, the Village requested a proposal from Clean Space Inc. to provide similar janitorial services for the new park facility, Bal Harbour Waterfront Park, at 18 Bal Bay Drive; and

WHEREAS, the parties desire to amend the agreement to include the proposal for services at this new site, Bal Harbour Waterfront Park, for the duration of the contract term, at a monthly rate of Three Thousand, Three Hundred, Sixty-Seven Dollars and Zero Cents (\$3,367.00), which will total Forty Thousand, Four Hundred and Four Dollars and Zero Cents (\$40,404.00) annually.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Amendment to Agreement. The Scope of Services shall be revised as follows:

- A. Additional Location, Bal Harbour Waterfront Park, at 18 Bal Bay Drive, will be added to agreement as per proposal, for the remainder of the agreement term, currently through January 22, 2025 and at a monthly rate of Three Thousand, Three Hundred, Sixty-Seven Dollars and Zero Cents (\$3,367.00), or annual rate of Forty Thousand, Four Hundred and Four Dollars and Zero Cents (\$40,404.00).

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to execute and implement this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of November, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN
BAL HARBOUR VILLAGE AND CLEAN SPACE INC.**

This Amendment to the Contract between Bal Harbour Village, a Florida municipal corporation ("VILLAGE") and Clean Space Inc. ("CONTRACTOR"), a Florida for-profit corporation, is made and entered into this ___ day of _____, 2023.

WITNESSETH:

WHEREAS, on November 21, 2017, the VILLAGE awarded RFP 2017-03 for Village Facility Janitorial Services to Kelly Janitorial Systems; and

WHEREAS, on January 23, 2018, the VILLAGE entered into an agreement for professional services ("CONTRACT") with Kelly Janitorial Systems, as per the terms of RFP 2017-03, for a three-year term, with two additional renewal options for two years each; and

WHEREAS, on January 21, 2021, the VILLAGE was notified in writing that Kelly Janitorial Systems Inc was acquired by Clean Space Inc. ("CONTRACTOR") and that CONTRACTOR will honor and bind by the CONTRACT established between VILLAGE and Kelly Janitorial Systems Inc.; and

WHEREAS, on January 23, 2021, the VILLAGE exercised the first option to renew for an additional two-year term; and

WHEREAS, on January 23, 2023, the VILLAGE exercised the second and final option to renew for an additional two-year term valid through January 22, 2025; and

WHEREAS, the VILLAGE requested a proposal from CONTRACTOR to provide similar services for the new park facility, Bal Harbour Waterfront Park, at 18 Bal Bay Drive; and

WHEREAS, the parties desire to amend the CONTRACT to include the proposal for services at this new site, Bal Harbour Waterfront Park, for the duration of the contract term, at a monthly rate of Three Thousand, Three Hundred, Sixty-Seven Dollars and Zero Cents (\$3,367.00), as per proposal, incorporated and attached herein as Exhibit "B".

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

The original Agreement shall be modified as follows:

1. Additional Location, Bal Harbour Waterfront Park, at 18 Bal Bay Drive will be added to CONTRACT at a monthly rate of Three Thousand, Three Hundred, Sixty-Seven Dollars and Zero Cents (\$3,367.00).

This Amendment to the Contract shall be effective from date of approval by the Village Council, upon the signature of both parties, and written notice from the Village after Village takes occupation of the site.

Except as herein amended, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment to the Contract upon the terms and conditions above stated on the day and year first above written.

CLEAN SPACE INC.

BAL HARBOUR VILLAGE, FLORIDA:

By: _____

By: _____

Jorge Gonzalez
Village Manager

Print name and Title

ATTEST:

Village Clerk

Approved as to Form and Legal
Sufficiency for the Reliance of Village
Only:

Village Attorney



CleanSpace

Commercial Cleaning

JANITORIAL SERVICES

Bal Harbour - Recreational Building

PREPARED FOR

Dominique Cave
Administrative Assistant

dcave@balharbourfl.gov

PREPARED BY

Matt Giunco
Director of Operations
+19548805188
mg@cleanspaceonline.com

DATE SUBMITTED

October 26, 2023

Service Agreement

AREAS SERVICED:

1. **Cleaning services are to be provided to the following areas:** Reception, lobby area, multipurpose room, indoor playgrounds, all restrooms, kitchen, and breakroom area. **Scope of work:** Daily trash removal, sweep and mop all floors, vacuum carpet and area rugs, dust all horizontal surfaces, clean and sanitize restrooms and kitchen, wipe down main access glass doors, sweep and mop emergency stairwells.

ADDITIONAL INFORMATION:

- **Days and Hours of Service:** Monday to Sunday, two cleaners from 7 p.m. to 10 p.m., 6 hours per cleaning, 42 hours per week.
- **What is included:** Labor, cleaning agents, account manager
- **Staff size:** 2

PRICING SCHEDULE:

| | TOTAL |
|-------------------|---------|
| Areas Serviced 1. | \$3,367 |

Estimated cost per cleaning \$3,367.40 X 12months = \$40,404 / 365days =

Per Cleaning **\$110.69**

ACCEPTANCE OF PROPOSAL:

The client agrees to pay Clean Space the total sum agreed in the pricing schedule section on or before 30 days from the invoice date. By signing, you are agreeing to the contents of this proposal. If you decide to terminate services, payment will be due for all services rendered. Past-due accounts will be sent to a collection agency at the client's expense.

CLEAN SPACE, INC.



NAME: Matt Giunco
TITLE: Operations Manager
 October 26, 2023

BAL HARBOUR - RECREATIONAL BUILDING

 **SIGNATURE**
 Sylvia Flores

NAME: Dominique Cave
TITLE: Administrative Assistant
 Not yet accepted

Kelly Janitorial Services, Inc.
Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2017 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Kelly Janitorial Services, Inc. ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks to procure janitorial services for Village facilities; and

WHEREAS, in order to prepare for the engagement of the janitorial or cleaning service company to provide the services, a Request for Proposals 2017-03 ("RFP"), was developed in order to solicit proposals from area vendors that possess the appropriate capabilities to deliver the services envisioned for the Village; and

WHEREAS, a proposal was received from Kelly Janitorial Systems, Inc. for a total annual cost of forty-two thousand five hundred ninety eight dollars (\$42,598), for the services sought. The proposal cost is within the annual budget allocations; and

WHEREAS, the Village may need to make additional expenditures for unforeseen needs subject to annual budget allocations; and

WHEREAS, the Village desires to continue to the services of Consultant for a term of three (3) years, with subsequent two year (2) renewals at the Village's option; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

- I. **SCOPE OF SERVICES.** Consultant shall provide the materials and accompanying scope of services incorporated herein and attached hereto as Composite Exhibit "A." Composite Exhibit "A" includes the RFP and the Consultant's Response to the RFP ("Response").
- II. **TERM.** The term of this Agreement (the "Term") shall commence upon execution of this Agreement by all parties hereto, and shall terminate three years (3) from the date of execution. There shall be subsequent, optional, two-year (2) renewal periods as approved by the Village Manager and executed by both parties.
- III. **COMPENSATION AND PAYMENT.** The Village agrees to pay Consultant forty

two thousand, five hundred ninety eight dollars (\$42,598.00) for the scope of services. In the event the Village requires additional services, the Village agrees to compensate Consultant at the hourly rates cited in Form 5 of the Response subject to budget allocations. The Consultant agrees to the payment terms and conditions of section 2.5.4 of the Request For Proposal included in Composite Exhibit "A".

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement. Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired

had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance (where applicable) in an amount acceptable to the Village.

Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

| | <u>Per Occurrence</u> | <u>Aggregate</u> |
|------------------------|--|------------------|
| General Liability | \$1,000,000 | \$2,000,000 |
| Automobile Liability | \$1,000,000 combined single limit per accident | |
| Professional Liability | \$500,000 | \$1,000,000 |
| Workers' Compensation | Statutory Amount | |

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal, economic or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the Village to the Consultant for the Consultant's indemnity agreement. The provisions of this Section and this indemnification shall survive termination or expiration of this Agreement as to claims arising during the term of this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement (including Composite Exhibit A), estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the documents shall govern in the following order: the Agreement, any amendments to the Agreement, the RFP, the Consultant's Proposal, and any work authorizations produced as a result of the Agreement. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant warrants that it will maintain all professional licenses necessary to perform the Services for the duration of this Agreement. Consultant represents, warrants and covenants that the Services (and any parts and materials thereof,

if applicable) will (i) be delivered by competent personnel in a professional and workmanlike manner, according to prevailing industry standards; (ii) be of good material and workmanship; (iii) be fit and sufficient for the purpose(s) for which they were purchased; (iv) will comply with all applicable foreign, federal, state or local statutes, laws and regulations governing data collection, privacy, security and other business practices; (v) will not otherwise expose either party to criminal or civil liability, and (vi) materially conform with the specifications (if any) set forth in the description of the Services.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION.

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

Copy To: Susan Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Kelly Janitorial Services, Inc.
8200 NW 52nd Terrace, Suite 103
Doral, FL 33166

XIII. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XIV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XV. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVI. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVII. NO CONTINGENT FEES.

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

XVIII. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XIX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XX. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

A. Keep and maintain public records in Consultant's possession or control

in connection with Consultant's performance under this agreement. Consultant 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 Village.

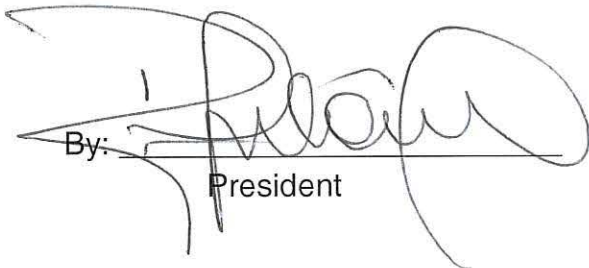
- B.** Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as 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 Village. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- 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 Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour – Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.


[Remainder of this page is intentionally left blank]

CONSULTANT:

By: 
President


VILLAGE:

Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: 
Jorge M. Gonzalez, Village
Manager

Attest: 
Village Clerk

Approved as to form and legal sufficiency for the use and reliance of the Bal Harbour Village only.

By: 
Village Attorney

COMPOSITE EXHIBIT "A"



ORIGINAL

Request for Proposals No. 2017-03
Village Facility Janitorial Services

Prepared for:
Bal Harbour Village
The Village Clerk
Village Hall
655 96 Street
Bal Harbour Village, FL 33154

Submitted by:
Kelly Janitorial Systems
8200 NW 52nd Terrace, Suite 103,
Doral , FL 33166

Lina Hernandez
Administrative Manager
305-456-1864
kelly@kellyjanitorial.com



ORIGINAL

4.7.2. TABLE OF CONTENTS

BAL HARBOUR VILLAGE REQUEST FOR PROPOSALS NO. 2017-03 JANITORIAL CLEANING/SERVICES

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| See Additional Form (Form #2) | |
| 4.7.8. PRICING..... | 18 |
| See Additional Form (Form #5) | |





4.7.9. ADDITIONAL FORMS..... 18

See attached

Form # 1 (Questionnaire)

Form #2 (Performance Evaluation Cover letter and Survey)

Form # 3 (Drug-free workplace program certification)

Form #4 (Sworn Statement Pursuant to Florida Statute Section 287.133(3)(a) on Public Entity Crimes.

Form # 5 (Pricing Sheet).

Form # 6 (Janitorial Services Frequencies

APPENDICES:

LICENSES AND PERMITS (Attached)..... 18

Florida Profit Corporation.

Certificate of Use.

City of Doral (Local Business tax).

Identification Number and Certification.

INSURANCE CERTIFIED. (Attached)..... 18

Certificate of Liability Insurance.

Certificate of Liability Insurance (Workers Comp).

ATTACHED DOCUMENT 19

Organizational chart for the Proposer firm. (Attached # 1).

Project Organizational Chart (Attached # 2)

Proposer's qualifications and experience in the provision of janitorial services (Attached #3).



4.7.3. INTRODUCTION LETTER.

Miami, October 31, 2017

Bal Harbour Village
The Village Clerk
Village Hall
655 96 Street
Bal Harbour Village, FL 33154

REF: REQUEST FOR PROPOSAL No.2017-03
BAL HARBOUR VILLAGE – JANITORIAL CLEANING/ SERVICES

Dear Sirs,

We are pleased to present our quotation for the Janitorial/Custodial services at your facilities. The enclosed proposal outlines our management and technical capabilities for meeting your specifications and the high standards you require.

We believe experience, supervision and viable labor force, combined with a strong management team, make up the key ingredients for a successful janitorial service.

I personally invite you to spend a few minutes reviewing the enclosed material. It shall help you provide a clear understanding of our company and how you too could have the best quality cleaning.

Thank you for your consideration and the opportunity to provide these services to you and your organization.

Best Regards,


Luisa Rodriguez
Secretary- Treasury
Kelly Janitorial Systems, Inc.
Phone: 305-456-1864
Fax: 786-953-7836
kelly@kellyjanitorial.com





4.7.4. MINIMUM QUALIFICATIONS.

Kelly Janitorial Systems, Inc. is a Florida Corporation since 1997. The Principals/founders have an extended experience for more than 20 years, not only in Florida but New York, Connecticut & New Jersey. The management personnel managed accounts in New York City such as the Marriot and Sheraton Hotels. In Florida we have managed accounts with more than 200,000 square footage successfully. In addition, We are very familiar with Government buildings, School, Bank and City Halls among others.

Kelly Janitorial Systems, Inc has +20 years experience in the cleaning business managing large crews with high standards.

Kelly Janitorial Systems, Inc has the one of the best reputation in the industry, for the professionalism, know-how of the industry, courtesy and reliability.

We are one source of cleaning services, we offer specialty services as:

- Carpet Cleaning
- Upholstery Cleaning
- Vynil Tile Cleaning and refinishing
- Wood Floor Polishing
- High-pressure cleaning
- Mat / Rugs Cleaning
- Recycling
- Parking Lot maintenance
- Window Cleaning
- Post-Construction Cleanings
- Porter Services
- Stone Care
- Emergency Services

Kelly Janitorial Systems, Inc is a leading cleaning company in Miami-Dade County. We service the most exclusive city halls, town halls and villages in South Florida, Broward & Palm Beach Counties. We have over 80 satisfied customers which



include among others, major City Halls, Professional offices, Department of Transportation facilities, Museums, Police Departments, Public Libraries and schools.

High quality service does not come by accident. Kelly Janitorial Systems Inc., is a distinctive service centered organization that has set high quality as our GOAL. We work continuously and tirelessly toward that GOAL.

STARTUP AND PHASE IN SCHEDULE : Our personnel is interviewed to select the most reliable crew, making sure they live a few miles from the job assigned. After the selection, E-Verify, background check, photos ID, uniforms, training with cleaning products and MSDS, and cleaning procedures and then we are ready to begin. Our Area Manager will meet with client to discuss the schedule daily, weekly and monthly basis.

We work on our safety program and security issues, keys/alarm, etc.

FIRST DAYS : We always begin with a deep cleaning of the entire facilities with enough extra crew to reach the level of cleanliness required.

QUALITY INSPECTIONS: A supervisor will perform unannounced inspections at different times of the day. This practice assure Kelly Janitorial's high standards and encourages feedback from our customers.

RULES AND REGULATIONS: It is understood that Kelly Janitorial's personnel shall comply with any building rules and that the aforementioned schedule may vary from time(s) to time(s), according to the needs of CUSTOMER.

EQUIPMENT AND SUPPLIES: Kelly Janitorial Systems Inc., will furnish supplies, equipment, cleaning products and labor.



COMMUNICATIONS: We work when you work. - So we will always be available when you need us. Kelly Janitorial Systems is able to assist you with any cleaning matters 24 hours a day.

WORK LOAD: Kelly Janitorial System Inc, is currently available for the workload at your facility. Our personnel reach + 45 employees this year.

UNDERSTANDING IMMERGE NEEDS: We are sure that Kelly Janitorial Systems will meet and surpass your cleaning needs.

EQUIPMENT, SUPPLIES & PRODUCTS: Kelly Janitorial Systems Inc., has in every facility all equipment needed to perform the tasks assigned. We only supply to our personnel commercial machines to assure the level of performance required by us and our clients. We will use eco-friendly cleaning products.

CLEANING STAFF RESPONSIBILITIES: The cleaning staff (Project manager, supervisors and janitors) of Kelly Janitorial Systems Inc., are responsible to perform and follow up the scope of services in daily, weekly, monthly and semi-Annual basis as described in this Bid package, sign in-out every day, make sure the facilities are secure and report any incident immediately.

To satisfy the Minimum Qualifications requirement, the proposal must:

See Attached Form #2 (Sent by email for our customers)

1. PROPOSER'S EXPERIENCE.

Kelly Janitorial Systems, Inc. is a Florida Corporation since 1997.

In Florida we have managed accounts with more than 200,000 square footage successfully. In addition, Kelly Janitorial Systems, Inc is very familiar with facilities similar to Bal Harbour Village building because Kelly Janitorial Systems Inc, has 4 City



Halls facilities and governments entities as a clients, Florida Lottery, City of Miami Springs, Florida Turnpike buildings, Cutler Bay City and City of Lake Worth. In each of these facilities they count with Police departments, Dispatch areas, Special operation Departments, cells, etc.

Listing of Contractors.

City of Aventura. Aventura, Florida called "City of Excellence".

Client since 2012 to Present. We provide services to the following buildings or Departments: Government Building: Community Recreation Center, Charter Elementary School, Charter Middle School, Founders Park North & South. Waterways Park, Veterans Park.

We provide custodial services, porters, supplies and quarterly, semiannual maintenance of all the facilities mentioned which combine gives more than 200,000 square footage spaces to clean. Our contract is \$20,000-23,000 per month.

Contact name: Julio Garcia (305) 525-0896.

Legal Services of Greater Miami. 3000 Biscayne Blvd. Miami, FL.

Client since 1998 to present. The building has 5 floors and they have been our customer for the past 12 years. The building has 75,000 square footage.

We provide cleaning services, supplies, maintenance, landscaping and a day porter for the building.

Contact name: Mr. Luis Diaz. (305) 576-0080.

City of Miami Springs. Miami Fl 33166

July 2013 to Present. We provide services in 5 buildings include the City Hall.

Contact name: Thomas W. Nash, Director of Public Works (305) 805-5170



Louis Berger – Florida Turnpike Facilities. West Park Fl, 33023

Client since 2014 to present. We provide services for seven (7) buildings.

We provide cleaning services, porter services, supplies and quarterly, semi-annual maintenance of the facilities.

Contact name: Mr. Frank Natal, Project Manager (786) 510-8631.

Town of Pembroke Park.

Current Client. Custodial services for complete Building, supplies and quarterly, semiannual maintenance of all facilities.

Contact name: Stephanie Woodbury - 954-966-4602

Waste Services

Current Client.

Custodial services for complete Building, supplies and quarterly, semiannual maintenance of all facilities.

Contact name: Gerardo Cardona, Progressive Waste.com – 305-888-5515

Florida Lottery.

Current Client.

Custodial services for complete Building, supplies and quarterly, semiannual maintenance of all facilities.

Contact name: Maritza Salado 305-365-3080 Ext 4401





CURRENT WORKLOAD:

| Project Name | Owner Name | Contract Price |
|--------------------------------|------------------------------|-----------------------|
| City Aventura | City Aventura | \$ 106,200.00 |
| Legal Service of Greater Miami | Luis Diaz | \$ 25,183.20 |
| City of Miami Springs | City of Miami Springs | \$ 114,000.00 |
| Bal Harbour Village | Bal Harbour Village | \$ 42,000.00 |
| FL Turnpikes Facilities | Louis Berger | \$ 300,000.00 |
| Florida Department of Health | Florida Department of Health | \$ 34,762.00 |
| Town of Pembroke Park | Town of Pembroke Park | \$ 18,000.00 |
| Waste Service | Waste Service | \$ 11,422.32 |
| Florida Lottery | Florida Lottery | \$ 19,054.32 |

2. PRINCIPAL IN CHARGE'S EXPERIENCE.

Kelly Janitorial Systems, Inc has 20 years' experience in the cleaning business managing large crews with high standards.

Kelly Janitorial Systems, Inc has the BEST reputation in the industry, not only for the personalized attention the owners give to each of one of our customers but for the professionalism, know-how of the industry, courtesy and reliability.

In Florida, Kelly Janitorial counts with serves the following counties: Miami-Dade, Broward and Palm Beach County.

Experience of Firm, Governments projects, schedule and currents projects.

Kelly Janitorial Systems, Inc. is a leading cleaning company in Miami-Dade County. We service the most exclusive city halls, town halls and villages in South Florida.



3. PROJECT MANAGER'S EXPERIENCE.

The Project manager has a large experience in this Industry. Has the ability to choice the best products and cleaning equipment to be used, provide MSDS, schedule the monthly and semi-annual schedules of cleaning, report any incident or concern, submit reports indicating work completion, address with extra crew any spills o incident as soon as possible, quality control walk- through with supervisor on weekly basis and keep a good communication with client.

He is available 24/7 for client and cleaning crew.





4.7.5. QUESTIONNAIRE.

See Additional Form (Form #1)

On a separate sheet of paper, please provide answers to the following questions:

1. Number of years of relevant experience:
Twenty (20) years since 1997 (09/11/1997).
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services:

| Names | Titles | Responsibilities | Qualifications and Certifications |
|----------------|--------------------------|---|--|
| ORLANDO REYES | Area Manager | Inspect that the job is done at Kelly Janitorial's standards, report any incident, lock doors, check inventory, follow up the MSDS, the mix and/or use of cleaning products, report spills to be address as soon as possible, follow up procedures, uniforms, id cards, alarms, report any concern to Project manager, keep daily written activities reports and any other assignments. | HealthCare Business Administration (Florida International University). International Executive Housekeeping Association. American Society of Healthcare Environmental Services. Resolving conflict in the workplace. Project Management. OSHA Record Keeping. |
| LINA HERNANDEZ | Administrative Assistant | Perform a variety of administrative and clerical tasks. Providing support to our managers and employees, assisting in daily office needs and managing our company's general administrative activities. | Social Communication Bachelor Degree with Master in Marketing. Has 14 years' experience as an Office Manager and Administrative Duties responsibilities. Life Coach Certificate. |
| SUNEY JIMENEZ | Janitors | Responsible to perform and follow up the scope of services in daily, weekly, monthly and semi-Annual basis as described in this Bid package, sign in-out every day, make sure the facilities are secure | Experience in Janitorial cleaning services. Specialist cleaning offices, Buildings and Private Houses. Ability to get grips |



| | | | |
|-----------------|------------|---|---|
| | | and report any incident immediately. | with machinery and use it safely. Carrying out light administrative work. |
| BARBARA PEREZ | Janitors | Working Janitor. | Experience in Janitorial cleaning services since July 2013 in the City of Doral. Cleaning Offices and Buildings. |
| JUAN MEJIAS | Supervisor | Supervises work activities of janitorial personnel in commercial and industrial establishments. Assigns duties, inspects work, and investigates complaints regarding janitorial services and take corrective action. Responsible for ordering janitorial supplies and equipment and performs periodic inventories. Screens applicants, trains new employees, and recommends dismissals. | Experience in Janitorial cleaning services since 1.997 in Kelly Janitorial System . Cleaning Offices and Buildings. |
| DAVID RODRIGUEZ | Supervisor | Supervises work activities of janitorial personnel as a floor specialist. Assigns duties, inspects work, and investigates complaints regarding janitorial services and take corrective action. Responsible for ordering janitorial supplies and equipment and performs periodic inventories. Screens applicants, trains new employees, and recommends dismissals. | |



3. Provide an organizational chart for the Proposer firm.
(See Attached # 1 and #2 in Attached Documents).

4. Describe Proposer's qualifications and experience in the provision of janitorial services.
(See Attached # 3 in Attached Documents).

5. Have any agreements held by Proposer for a project ever been canceled or terminated?
No.

6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years?
No.

7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
No.

8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation?
No.

9. Is the Proposer a party to any pending litigation?
No.

10. Has the Proposer been a party to any lawsuit filed within the last 10 years?
No.

11. Please list any person involved in this Proposal that is not listed above.
N/A



12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation.

N/A

13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities?

No.

Proposer hereby acknowledges that the information contained in this Questionnaire will be relied upon by the VILLAGE in awarding this solicitation, and such information is warranted by Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of Proposer, as may be required by the VILLAGE. Proposer further understands that the information contained in this Questionnaire may be confirmed through background investigation conducted by the VILLAGE. By submitting this Questionnaire, Proposer agrees to cooperate with said investigation, including but not limited to fingerprinting and providing information for a credit check.



WITNESS:

IF INDIVIDUAL

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP:

Signature

Print Name of Firm

Print Name

Address

By:
General Partner

Print Name

WITNESS:

IF CORPORATION:

Signature

Kelly Janitorial Systems Inc,
Print Name of Firm

Adriana Tovar
Print Name

8200 Nw 52nd Terrace #103 33166.
Address

Print Name

Address

By:
President

(CORPORATE SEAL)

Luisa Rodriguez Secretary Treasurer
Print Name

Attest: _____




4.7.6. CLIENT REFERENCES. (Government)

Name of Agency: Florida Department of Health

Address: 1315 NW 14TH AV, Miami FL 33125

Phone No. 305-325-2532

Contact Person: Clara Calderon

Type of Project: Complete Building Janitorial Services.

Email: clara_calderon@doh.state.fl.us

Name of Agency: Florida Lottery

Address: 104621 Oak Lane, Miami Lakes FL 33016

Telephone No. 305-364-30801

Contact Person: Maritza Salado

Type of Project: Daily Janitorial Services.

Email: saladom@flalottery.com

Name of Agency: City of Pembroke Park

Address: 3150 SW 52 AV Pembroke Pines FL

Telephone No. 954-966-4602

Contact Person: Stephanie Woodbury.

Type of Project: Daily Janitorial Services.

Email: swoodbury@townofpembrokepark.com



4.7.7. CLIENT PERFORMANCE EVALUATION SURVEY.

Sent by our customers completed Performance Evaluation Surveys to the VILLAGE by email. See Additional Form (Form #2)

4.7.8. PRICING.

See Additional Form (Form #5)

4.7.9. ADDITIONAL FORMS.

See attached

Form # 1 (Questionnaire)

Form #2 (Performance Evaluation Cover letter and Survey)

Form # 3 (Drug-free workplace program certification)

Form #4 (Sworn Statement Pursuant to Florida Statute Section 287.133(3)(a) on Public Entity Crimes.

Form # 5 (Pricing Sheet).

Form # 6 (Janitorial Services Frequencies).

APPENDICES:

LICENSES AND PERMITS (Attached)

Florida Profit Corporation.

Certificate of Use.

City of Doral (Local Business tax).

Identification Number and Certification.

INSURANCE CERTIFIED. (Attached)

Certificate of Liability Insurance.

Certificate of Liability Insurance (Workers Comp).



ATTACHED DOCUMENT

Organizational chart for the Proposer firm. (Attached # 1).

Project Organizational Chart (Attached # 2)

Proposer's qualifications and experience in the provision of janitorial services (Attached #3).



Additional Forms

JANITORIAL CLEANING/SERVICES
BAL HARBOR VILLAGE
REQUEST FOR PROPOSALS NO. 2017-03

FORM 1

QUESTIONNAIRE

| | | | |
|----------------------|---|-----------|-------------------|
| Firm Name: | KELLY JANITORIAL SYSTEMS INC | | |
| Firm Address: | 8200 NW 52 ND Terrace, Suite 103 | | |
| | City: Doral | State: FL | Zip Code: 33166 |
| Firm Contact | Telephone: 3055-456-1864 | | Fax: 786-953-7836 |
| Firm Representative: | Name: Luisa Rodriguez | | |
| | Title: Secretary | | |

Representative Contact Info:

| | |
|----------------------------------|-------------------|
| Telephone: 305-456-1864 | Fax: 786-953-7836 |
| Email: kelly@kellyjanitorial.com | |

Firm Type (circle one): Individual Partnership Corporation

If Corporation:
Date and State of Incorporation: Date: 09.11.1997 State: Florida

If Foreign Corporation:
Date and Country of Corporation: Date: N/A Country: N/A

Date of Registration with Florida Secretary of State: Date: 09.11.1997

| |
|--|
| Resident Agent Name: Ruben Oropeza |
| Street: 8200 NW 52 nd Terrace Doral State: FL Zip:33166 |

| |
|---|
| President Name: Ruben Oropeza |
| Vice President Name: Leonilda Rodriguez |
| Treasurer Name: Luisa Rodriguez |
| Board of Director Name: Ruben Oropeza |

If Partnership: Date and Place of Organization Date: Place:

Partners Names: N/A

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY
Number of pages including this cover: 2

October 26, 2017

To:

Phone: Fax:

E-mail:

Re: Performance Evaluation of Janitorial/Cleaning Services

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Proposals No. 2017.03, requesting proposals from qualified and experienced janitorial/cleaning service providers. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

In connection with its solicitation, the Village collects past performance information on firms and contractors that provide professional services and compete for Village contracts. The information you provide will be used to assist the Village in the selection of a firm to provide janitorial/cleaning services. Both the company and the Village would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to John Oldenburg at 655 96 Street, Bal Harbour Village, Florida 33154, or by email at joldenburg@balharbourfl.gov.

Thank you for your time and effort in this matter.

Name, Title

PERFORMANCE EVALUATION SURVEY VILLAGE OF
BAL HARBOUR RFP NO. 2017-03,
JANITORIAL/CLEANING SERVICES

Company Name: CITY OF MIAMI SPRINGS

Point of Contact: Tom NASH

Phone and email: 786-229-9719 nasht@miamisprings-fl.gov

Nature of services provided: CUSTODIAL

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

| NO. | CRITERIA | SCORE (1 to 10) |
|-----|--|-----------------|
| 1 | Ability to perform the requested services | 10 |
| 2 | Accessibility of firm's staff and principals | 8 |
| 3 | Ability to ensure the project is completed on-time and within budget | 10 |
| 4 | Responsiveness | 10 |
| 5 | Quality of services provided | 8 |
| 6 | Quality and accuracy of on-site inspection | 8 |
| 7 | Ability to respond to feedback | 8 |
| 8 | Professionalism | 10 |
| 9 | Overall customer satisfaction | 10 |

Overall Comments: _____

Company providing Referral: CITY OF MIAMI SPRINGS PUBLIC WORKS

Contact Name: Tom NASH

Contact Phone and e-mail: 786-229-9719 nasht@miamisprings-fl.gov

Date of Services: 10-01-2012 to current

Dollar Amount for Services: 45K

Thank you for your time and effort. Please return this form to John Oldenburg at 655 96 Street, Bal Harbour Village, Florida 33154, or by email at joldenburg@balharbourfl.gov.org.

PERFORMANCE EVALUATION SURVEY VILLAGE OF
BAL HARBOUR RFP NO. 2017-03,
JANITORIAL/CLEANING SERVICES

Company Name: Town of Pembroke Park

Point of Contact: Stephanie Woodbury – Administrative Assistant

Phone and email: 954-966-4600 ext. 238 swoodbury@townofpembrokepark.com

Nature of services provided: Daily cleaning services

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

| NO. | CRITERIA | SCORE (1 to 10) |
|-----|---|-----------------|
| 1 | Ability to perform the requested services – 10 | |
| 2 | Accessibility of firm's staff and principals - 10 | |
| 3 | Ability to ensure the project is completed on-time and within budget - 10 | |
| 4 | Responsiveness - 10 | |
| 5 | Quality of services provided - 9 | |
| 6 | Quality and accuracy of on-site inspection - 10 | |
| 7 | Ability to respond to feedback - 10 | |
| 8 | Professionalism - 10 | |
| 9 | Overall customer satisfaction - 9 | |

Overall Comments:

Company providing Referral: Town of Pembroke Park

Contact Name: Stephanie Woodbury

Contact Phone and e-mail: 954-966-4600 ext. 238 swoodbury@townofpembrokepark.com

Date of Services: 2013

Dollar Amount for Services: \$1,087

Thank you for your time and effort. Please return this form to John Oldenburg at 655 96 Street, Bal Harbour Village, Florida 33154, or by email at joldenburg@balharbourfl.gov.org.

PERFORMANCE EVALUATION SURVEY VILLAGE OF
BAL HARBOUR RFP NO. 2017-03,
JANITORIAL/CLEANING SERVICES

Company Name:

-

Point of Contact:

City of Aventura complete and return
Performance Evaluation Survey. Sent
to the VILLAGE by email at
joldenburg@balharbourfl.gov

Phone and email:

Nature of services provided: Janitorial/Cleaning Services

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

| NO. | CRITERIA | SCORE (1 to 10) |
|-----|--|-----------------|
| 1 | Ability to perform the requested services | |
| 2 | Accessibility of firm's staff and principals | |
| 3 | Ability to ensure the project is completed on-time and within budget | |
| 4 | Responsiveness | |
| 5 | Quality of services provided | |
| 6 | Quality and accuracy of on-site inspection | |
| 7 | Ability to respond to feedback | |
| 8 | Professionalism | |
| 9 | Overall customer satisfaction | |

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form to John Oldenburg at
655 96 Street, Bal Harbour Village, Florida 33154, or by email at joldenburg@balharbourfl.gov.

PERFORMANCE EVALUATION SURVEY VILLAGE OF
BAL HARBOUR RFP NO. 2017-03,
JANITORIAL/CLEANING SERVICES

Company Name:

-

Waste Management complete and return Performance Evaluation Survey. Sent to the VILLAGE by email at joldenburg@balharbourfl.gov

Point of Contact:

Phone and email:

Nature of services provided: Janitorial/Cleaning Services

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

| NO. | CRITERIA | SCORE (1 to 10) |
|-----|--|-----------------|
| 1 | Ability to perform the requested services | |
| 2 | Accessibility of firm's staff and principals | |
| 3 | Ability to ensure the project is completed on-time and within budget | |
| 4 | Responsiveness | |
| 5 | Quality of services provided | |
| 6 | Quality and accuracy of on-site inspection | |
| 7 | Ability to respond to feedback | |
| 8 | Professionalism | |
| 9 | Overall customer satisfaction | |

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form to John Oldenburg at 655 96 Street, Bal Harbour Village, Florida 33154, or by email at joldenburg@balharbourfl.gov.org.

FORM 3

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Pursuant to Florida Statutes Section 287.087 ("Preference to Businesses with Drug-Free Workplace Programs"), whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any 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 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES _____ X NO _____

NAME OF BUSINESS: KELLY JANITORIAL SYSTEMS INC _____

SIGNATURE:  _____

FORM 4
SWORN STATEMENT PURSUANT TO
FLORIDA STATUTE SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES

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 Bal Harbour Village, Florida.

By: Luisa Rodriguez

(Print individual's name and title)

For: KELLY JANITORIAL SYSTEMS, INC

(Print name of entity submitting sworn statement)

Whose business address is:

8200 NW 52nd Terrace Ste 103 Miami FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is:

65-0779578.

(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 misrepresentations.
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 nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.

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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

1.

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 relations 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, or an 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, or an 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 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 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.


Signature

Sworn to and subscribed before me this 1 day of November, 2017.

Personally known ✓ _____

OR

Produced identification _____

Notary Public, State of Florida

Type of identification

Lina M. Hernandez
Printed, typed or stamped
commissioned name of
notary public

Commission expires: May 5, 2019

Aceael



**FORM 5
Pricing Sheet**

| Location | Per Services Cost | Monthly Cost | Annually |
|---|-------------------|--------------------|---------------------|
| Village Hall | | | |
| Administration Office | 4.35 | 94.17 | 1,130.04 |
| Village Council Chambers | 4.35 | 94.17 | 1,130.04 |
| Reception Area | 4.35 | 94.17 | 1,130.04 |
| I.I Office | 4.35 | 94.17 | 1,130.04 |
| Finance Department | 4.35 | 94.17 | 1,130.04 |
| Kitchen | 6.5 | 140.72 | 1,688.64 |
| Tourism Office | 4.35 | 94.17 | 1,130.04 |
| Elevator | 4.35 | 94.17 | 1,130.04 |
| Restrooms | 6.96 | 150.68 | 1,808.16 |
| Building Department | 4.35 | 94.17 | 1,130.04 |
| Total Cost Per Service | 48.26 | | |
| Total Cost Monthly | | 1044.76 | |
| Total Cost Annually | | | 12,537.12 |
| Recreation Center | | | |
| Play Area | 4.35 | 131.84 | \$ 1,582.08 |
| Office Area | 4.35 | 131.84 | \$ 1,582.08 |
| Restrooms | 4.35 | 131.84 | \$ 1,582.08 |
| Floors | 13.05 | 395.54 | \$ 4,746.54 |
| Total Cost Per Service | 26.1 | | |
| Total Cost Monthly | | 791.06 | |
| Total Cost Annually | | | \$ 9,492.78 |
| Public Works Operations Building | | | |
| General Entryway | 8.7 | \$ 188.35 | 2,260.20 |
| Restrooms/Locker Rooms | 8.7 | \$ 188.35 | 2,260.20 |
| Office Areas | 8.7 | \$ 188.35 | 2,260.20 |
| Kitchen | 4.35 | \$ 94.17 | 1,130.13 |
| Total Cost Per Service | 30.45 | | |
| Total Cost Monthly | | 659.22 | |
| Total Cost Annually | | | 7,910.73 |
| Police Annex/Administration | | | |
| Office Areas | 12.18 | 263.69 | 3,164.28 |
| Restrooms | 6.09 | 131.84 | 1,582.08 |
| Total Cost Per Service | 18.27 | | |
| Total Cost Monthly | | 395.53 | |
| Total Cost Annually | | | 4,746.36 |
| Police Department/Operations | | | |
| General Entryway | 8.7 | 263.69 | 3,164.28 |
| Restrooms/Locker Rooms | 4.35 | 131.84 | 1,582.08 |
| Kitchen | 4.35 | 131.84 | 1,582.08 |
| Elevator | 4.35 | 131.84 | 1,582.08 |
| Total Cost Per Service | \$ 21.75 | | |
| Total Cost Monthly | | 659.21 | |
| Total Cost Annually | | | 7,910.52 |
| Total Cost All Areas | \$ 144.83 | \$ 3,549.78 | \$ 42,597.55 |
| Additional Services Rates | Hourly | | |
| Cleaners | 15 | | |
| Supervisor | 18 | | |

FORM 6

Janitorial Service Frequencies

| Area Requirements | Weekly | Monthly | Annually | Special Notes |
|--|--------|---------|----------|--------------------|
| Village Hall Reception/Common Areas | | | | Monday - Friday |
| General Entryway | | | | |
| Detail entry doors | 5x | | | |
| Dust/clean furniture | 3x | | | |
| Wipe handrails and doorknobs | 5x | | | |
| Restrooms | | | | |
| Clean/disinfect counters and surfaces | 5x | | | |
| Clean mirrors | 5x | | | |
| Fill dispensers | 5x | | | |
| Clean changing table | 5x | | | |
| Dust light fixtures | 5x | | | |
| Empty all trash/replace liners | 5x | | | |
| Office Areas | | | | |
| Properly arrange office furniture | 5x | | | Original Positions |
| Remove fingerprints from light switches | 5x | | | |
| Empty all trash/replace liners | 5x | | | |
| Dust all surface cleared surface areas | 5x | | | |
| Dust vent covers and blinds | | 1x | | |
| Elevator | | | | |
| Clean elevator doors and walls | 5x | | | |
| Floors | | | | |
| Dust floors | 5x | | | |
| Vacuum carpeted areas | | 1x | | |
| Buff floors | | | 2x | |
| Administration Offices | | | | Monday - Friday |
| Office Areas | | | | |
| Properly arrange office furniture | 5x | | | Original Positions |
| Remove fingerprints from light switches | 5x | | | |
| Empty all trash/replace liners | 5x | | | |
| Dust vent covers and blinds | | 1x | | |
| Empty master shredder | | | | As needed |
| Dust all surface cleared surface areas | 5x | | | |
| Restrooms | | | | |
| Clean/disinfect counters and surfaces | 5x | | | |
| Clean mirrors | 5x | | | |
| Fill paper and soap dispensers | 5x | | | |
| Empty trash cans | 5x | | | |
| Floors | | | | |
| Vacuum carpeted areas | 5x | | | |
| Buff floors | | | 2x | |

| Village Council Chambers | | | | Monday -Friday |
|---|----|----|----|--------------------|
| Chamber Area | | | | |
| Properly arrange chamber furniture | 5x | | | Original Positions |
| Remove fingerprints from light switches | 5x | | | |
| Empty all trash/replace liners | 5x | | | |
| Dust all surface cleared surface areas | 5x | | | |
| Dust vent covers and blinds | | 1x | | |
| Restrooms | | | | |
| Clean/disinfect counters and surfaces | 5x | | | |
| Clean mirrors | 5x | | | |
| Fill paper and soap dispensers | 5x | | | |
| Empty all trash/replace liners | 5x | | | |
| Kitchen | | | | |
| Empty coffee makers | 5x | | | |
| Dispose of leftover food if outside | 5x | | | |
| Clean tables counters | 5x | | | |
| Clean/disinfect counters and sinks | 5x | | | |
| Wipe exterior of cabinets | 5x | | | |
| Wipe/clean all appliances (exterior) | 5x | | | |
| Empty all trash/replace liners | 5x | | | |
| Floors | | | | |
| Vacuum carpeted areas | 5x | | | |
| Buff floors | | | 2x | |
| Finance Department | | | | Monday -Friday |
| Office Areas | | | | |
| Properly arrange office furniture | 5x | | | Original Positions |
| Remove fingerprints from light switches | 5x | | | |
| Empty all trash/replace liners | 5x | | | |
| Dust all surface cleared surface areas | 5x | | | |
| Dust vent covers and blinds | | 1x | | |
| Restrooms | | | | |
| Clean/disinfect counters and surfaces | 5x | | | |
| Clean mirrors | 5x | | | |
| Fill paper and soap dispensers | 5x | | | |
| Dust light fixtures | 5x | | | |
| Floors | | | | |
| Buff floors | | | 2x | |
| Scrub tile floors | | 1x | | |
| Building Department | | | | Monday -Friday |
| Office Areas | | | | |
| Properly arrange office furniture | 5x | | | Original Positions |
| Empty all trash/replace liners | 5x | | | |
| Remove fingerprints from light switches | 5x | | | |
| Dust vent covers and blinds | | 1x | | |
| Floors | | | | |
| Vacuum carpeted areas | | 1x | | |
| Buff floors | | | 2x | |
| Scrub tile floors | | 1x | | |

| Recreation Center | | | Daily |
|--|----|----|--------------------|
| Play Area | | | |
| Clean/disinfect play tables and equipment | 7x | | |
| Office Areas | | | |
| Properly arrange office furniture | 5x | | Original Positions |
| Remove fingerprints from light switches | 7x | | |
| Empty all trash/replace liners | 7x | | |
| Dust vent covers and blinds | | 1x | |
| Restrooms | | | |
| Clean/disinfect counters and surfaces | 7x | | |
| Clean mirrors | 7x | | |
| Fill paper and soap dispensers | 7x | | |
| Clean changing table | 7x | | |
| Dust light fixtures | 7x | | |
| Floors | | | |
| Buff floors | | | 2x |
| Scrub tile floors | 5x | | |
| Public Works Operations Building | | | Monday -Friday |
| General Entryway | | | |
| Detail entry doors | 5x | | |
| Dust/clean furniture | 5x | | |
| Wipe handrails and doorknobs | 5x | | |
| Restrooms/Locker Rooms | | | |
| Clean/disinfect counters and surfaces | 5x | | |
| Clean mirrors | 5x | | |
| Fill paper and soap dispensers | 5x | | |
| Dust light fixtures | | 1x | |
| Clean showers | 3x | | |
| Office Areas | | | |
| Properly arrange office furniture | | 1x | Original Positions |
| Remove fingerprints from light switches | 5x | | |
| Empty all trash/replace liners | 5x | | |
| Dust vent covers and blinds | 5x | 1x | |
| Kitchen | | | |
| Empty coffee makers | | | |
| Dispose of leftover food if outside | 5x | | |
| Dispose of leftover food inside fridge and clean | | 2x | |
| Clean tables counters | 5x | | |
| Clean/disinfect counters and sinks | 5x | | |
| Wipe exterior of cabinets | 5x | | |
| Wipe/clean all appliances | 5x | | |
| Floors | | | |
| Dust/sweep floors | 5x | | |
| Scrub | | 1x | |

| Police Annex/ Administration | | | Monday -Friday | |
|---|----|----|----------------|--------------------|
| Office Areas | | | | |
| Properly arrange office furniture | 5x | | | Original Positions |
| Remove fingerprints from light switches | 5x | | | |
| Empty all trash/replace liners | 5x | | | |
| Dust vent covers and blinds | | 1x | | |
| Restrooms | | | | |
| Clean/disinfect counters and surfaces | 5x | | | |
| Clean mirrors | 5x | | | |
| Fill paper and soap dispensers | 5x | | | |
| Clean changing table | 5x | | | |
| Dust light fixtures | 5x | | | |
| Floors | | | | |
| Dust/sweep floors | 5x | | | |
| Buff floors | | | 2x | |
| Police Department/ Operations | | | Daily | |
| General Entryway | | | | |
| Detail entry glass doors | 7x | | | |
| Dust/clean furniture | 3x | | | |
| Wipe handrails and doorknobs | 7x | | | |
| Restrooms/Locker Rooms | | | | |
| Clean/disinfect counters and surfaces | 7x | | | |
| Clean mirrors | 7x | | | |
| Fill paper and soap dispensers | 7x | | | |
| Dust light fixtures | | 1x | | |
| Clean showers | 3x | | | |
| Properly arrange office furniture | 7x | | | |
| Remove fingerprints from light switches | 7x | | | |
| Empty all trash/replace liners | 7x | | | |
| Dust vent covers and blinds | 7x | 1x | | |
| Kitchen | | | | |
| Empty coffee makers | 7x | | | |
| Dispose of leftover food if outside | 7x | | | |
| Clean tables counters | 7x | | | |
| Clean/disinfect counters and sinks | 7x | | | |
| Wipe exterior of cabinets | 7x | | | |
| Wipe/clean all appliances | 7x | | | |
| Elevators | | | | |
| Clean elevator doors and walls | 7x | | | |
| Floors | | | | |
| Vacuum carpeted areas | | 1x | | |
| Buff floors | | | 2x | |
| Scrub tile floors | | | 4x | |



License and Permits



JANITORIAL CLEANING/SERVICES
BAL HARBOR VILLAGE
REQUEST FOR PROPOSALS NO. 2017-03



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

KELLY JANITORIAL SYSTEMS INC.

Filing Information

| | |
|-----------------------------|--------------|
| Document Number | P97000078879 |
| FEI/EIN Number | 65-0779578 |
| Date Filed | 09/11/1997 |
| State | FL |
| Status | ACTIVE |
| Last Event | AMENDMENT |
| Event Date Filed | 09/15/2017 |
| Event Effective Date | NONE |

Principal Address

8200 NW 52ND TERRACE,
STE 103
DORAL, FL 33166

Changed: 05/03/2017

Mailing Address

8200 NW 52ND TERRACE,
STE 103
DORAL, FL 33166

Changed: 05/03/2017

Registered Agent Name & Address

Oropeza, Ruben
3550 Biscayne Blvd
Suite 605
Miami, FL 33137

Name Changed: 04/30/2014

Address Changed: 04/15/2015

Officer/Director Detail

Name & Address

Title D

ALONSO, LUISA
10095 NW 28 Terrace
doral, FL 33172

Title PRESIDENT

OROPEZA, RUBEN
8200 NW 52ND TERRACE,
STE 103
DORAL, FL 33166

Title VP

RODRIGUES, LEONILDA M.
8200 NW 52ND TERRACE,
STE 103
DORAL, FL 33166

Title SEC,TR

RODRIGUEZ, LUISA
8200 NW 52ND TERRACE
SUITE 103
DORAL, FL 33166

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2015 | 04/15/2015 |
| 2016 | 04/06/2016 |
| 2017 | 03/10/2017 |

Document Images

| | |
|---|--|
| 09/15/2017 -- Amendment | View image in PDF format |
| 03/10/2017 -- ANNUAL REPORT | View image in PDF format |
| 04/06/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/15/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2014 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/01/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/04/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/11/2012 -- ANNUAL REPORT | View image in PDF format |
| 02/17/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/18/2010 -- ANNUAL REPORT | View image in PDF format |
| 03/23/2009 -- ANNUAL REPORT | View image in PDF format |
| 04/16/2008 -- ANNUAL REPORT | View image in PDF format |
| 03/29/2007 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2006 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2004 -- ANNUAL REPORT | View image in PDF format |
| 03/17/2003 -- ANNUAL REPORT | View image in PDF format |
| 04/16/2002 -- ANNUAL REPORT | View image in PDF format |

| | |
|--|--|
| 02/15/2001 -- ANNUAL REPORT | View image in PDF format |
| 04/23/2000 -- ANNUAL REPORT | View image in PDF format |
| 04/06/1999 -- ANNUAL REPORT | View image in PDF format |
| 04/29/1998 -- ANNUAL REPORT | View image in PDF format |
| 09/11/1997 -- Domestic Profit Articles | View image in PDF format |

Florida Department of State, Division of Corporations

CERTIFICATE OF USE

05/25/2017

2017010540

KELLY JANITORIAL SYSTEMS INC

JANITORIAL SERVICES

8200 NW 52 TER UNIT 103

DORAL, FL 33166

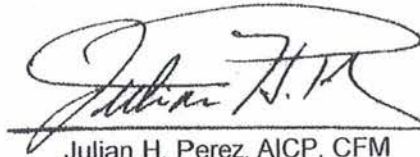
THE BUILDING ERECTED AND/OR ALTERED UPON THE ABOVE PREMISES HAS BEEN COMPLETED IN ACCORDANCE WITH ZONING AND CODE REQUIREMENTS AND WITH PLANS AND/OR SPECIFICATIONS SUBMITTED TO THE CITY OF DORAL COMMUNITY DEVELOPMENT DEPARTMENT. THIS CERTIFICATE IS ISSUED TO THE ABOVE NAMED APPLICANT FOR THE ABOVE NAMED LOCATION ONLY UPON THE EXPRESS CONDITION THAT THE APPLICANT WILL ABIDE BY AND COMPLY WITH ALL APPLICABLE ORDINANCES AND/OR BUILDING CODES PERTAINING TO THE ERECTION, CONSTRUCTION, ALTERATION, REMODELING OR USE OF BUILDINGS OR STRUCTURES.

Square Footage: 150

No. of Seats/Rooms: 0 / 0

RESTRICTIONS:

OFFICE FOR JANITORIAL SERVICES, NO RETAIL SALES, NO OUTSIDE STORAGE OR DISPLAYS, DRY USE ONLY.



Julian H. Perez, AICP, CFM
Planning and Zoning Department Director

CDPR3020CU

PLANNING AND ZONING DEPARTMENT

**CITY OF DORAL
LOCAL BUSINESS TAX RECEIPT
RENEWAL**

2017-2018

KELLY JANITORIAL SYSTEMS INC

8200 NW 52 TER UNIT 103
DORAL, FL 33166

BUSINESS CODE: 81 - JANITORIAL SERVICES

LICENSE NO. 2018009353

| DESCRIPTION OF TAXES | | TAXES LEVIED | | |
|---|-------------------|-------------------|------------------|---------------------------|
| BUSINESS TAX RECEIPT FEE | | \$60.00 | | |
| AMOUNT DUE BY SEPTEMBER 30, 2017 | | \$60.00 | | |
| October 2017 10% | November 2017 15% | December 2017 20% | January 2018 25% | February 2018 25% + \$100 |
| \$ 66.00 | \$ 69.00 | \$ 72.00 | \$ 75.00 | \$ 175.00 |

RETAIN THIS PORTION FOR YOUR RECORDS

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



5245295

BUSINESS NAME/LOCATION
KELLY JANITORIAL SYSTEMS INC
8200 NW 52 TERR 103
DORAL FL 33166

RECEIPT NO.
RENEWAL
5481718

EXPIRES
SEPTEMBER 30, 2018

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
KELLY JANITORIAL SYSTEMS INC
C/O RUBEN OROPEZA PRES
Employee(s) 14

SEC. TYPE OF BUSINESS
213. SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
\$63.00 07/07/2017
ECHECK-17-185704

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | | |
|---|---|--|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) KELLY JANITORIAL SYSTEMS, INC | | |
| | Business name/disregarded entity name, if different from above | | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ | |
| | Address (number, street, and apt. or suite no.) 8200 NW 52nd TERRACE STE 103 | Requester's name and address (optional) | |
| | City, state, and ZIP code Doral , FL 33166 | | |
| List account number(s) here (optional) | | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 6 | 5 | - | 0 | 7 | 7 | 9 | 5 | 7 | 8 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ <u>10/31/2017</u> |
|------------------|----------------------------|--------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Insurance Certificates

JANITORIAL CLEANING/SERVICES
BAL HARBOR VILLAGE
REQUEST FOR PROPOSALS NO. 2017-03



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2017

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Commercial Lines - (813) 639-3000 Wells Fargo Insurance Services USA, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607 | CONTACT NAME: Certificate Request PHONE (A/C, No, Ext): 813-639-3000 FAX (A/C, No): E-MAIL ADDRESS: certificaterequest@alphastaff.com | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|-------------------------------------|-------|--|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED AlphaStaff Group Inc Labor Contractor for leased workers to: Kelly Janitorial Systems, Inc. #440694 800 Corporate Drive Suite 600 Fort Lauderdale FL 33334 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Wesco Insurance Company</td> <td style="text-align: center;">25011</td> </tr> <tr> <td>INSURER B : Technology Insurance Company</td> <td style="text-align: center;">42376</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Wesco Insurance Company | 25011 | INSURER B : Technology Insurance Company | 42376 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Wesco Insurance Company | 25011 | | | | | | | | | | | | | | |
| INSURER B : Technology Insurance Company | 42376 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES
CERTIFICATE NUMBER: 12402706
REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------------------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WWC3289204 (FL) TWC3646080 (AOS) | 7/1/2017 7/1/2017 | 7/1/2018 7/1/2018 | X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is extended to the leased employees of alternate employer in all states except in monopolistic states (ND, OH, WA, WY) and other states (AK,);

CERTIFICATE HOLDER

Village of Bal Harbor Village Hall
 655 96 Street
 Bal Harbour Village FL 33154

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 12402695 issued on 10/27/2017)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--------------------------------------|
| PRODUCER | | CONTACT NAME: Raul Sardina, CIC | |
| Sardy's Group Corporation | | PHONE (A/C, No, Ext): (305) 485-0116 | FAX (A/C, No): (305) 485-0633 |
| 10126 W. Flagler St. | | E-MAIL ADDRESS: sardy@bellsouth.net | |
| Miami, FL 33174 | | INSURER(S) AFFORDING COVERAGE | |
| Phone (305) 485-0116 Fax (305) 485-0633 | | INSURER A : Wesco Insurance Co. | NAIC # |
| INSURED | | INSURER B : Old Republic Surety Co. | 40444 |
| Kelly Janitorial Systems, Inc. | | INSURER C : | |
| 8200 Nw 52nd Ter Ste 103 | | INSURER D : | |
| Doral FL 33166 | | INSURER E : | |
| | | INSURER F : | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDSUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | WPP1502767 01 | 10/23/2017 | 10/23/2018 | EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Kelly Janitorial Dishonesty Bond | | W150193671 | 05/16/2017 | 05/16/2018 | Bond Amount \$10,000.00 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Janitorial Services
 Certificate holder is additional insured per form CG330730 10/13 on a primary noncontributory basis
 Location: 4805 NW 79th Ave. Suite 05, Doral, Fl. 33166

CERTIFICATE HOLDER**CANCELLATION**

Ball Harbor Village
 655-96- St
 Ball Harbor FL 33154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

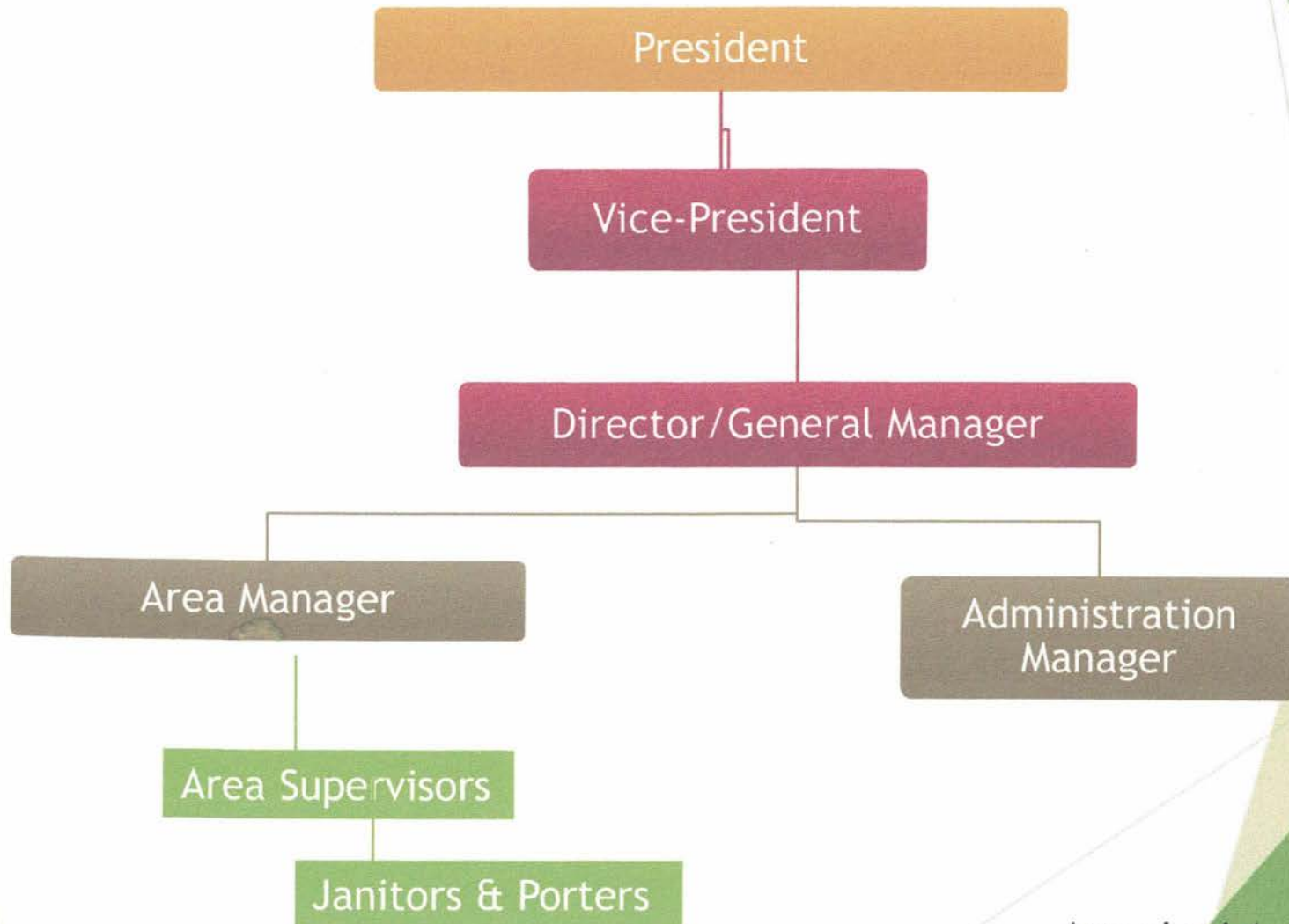
AUTHORIZED REPRESENTATIVE



Attached Document

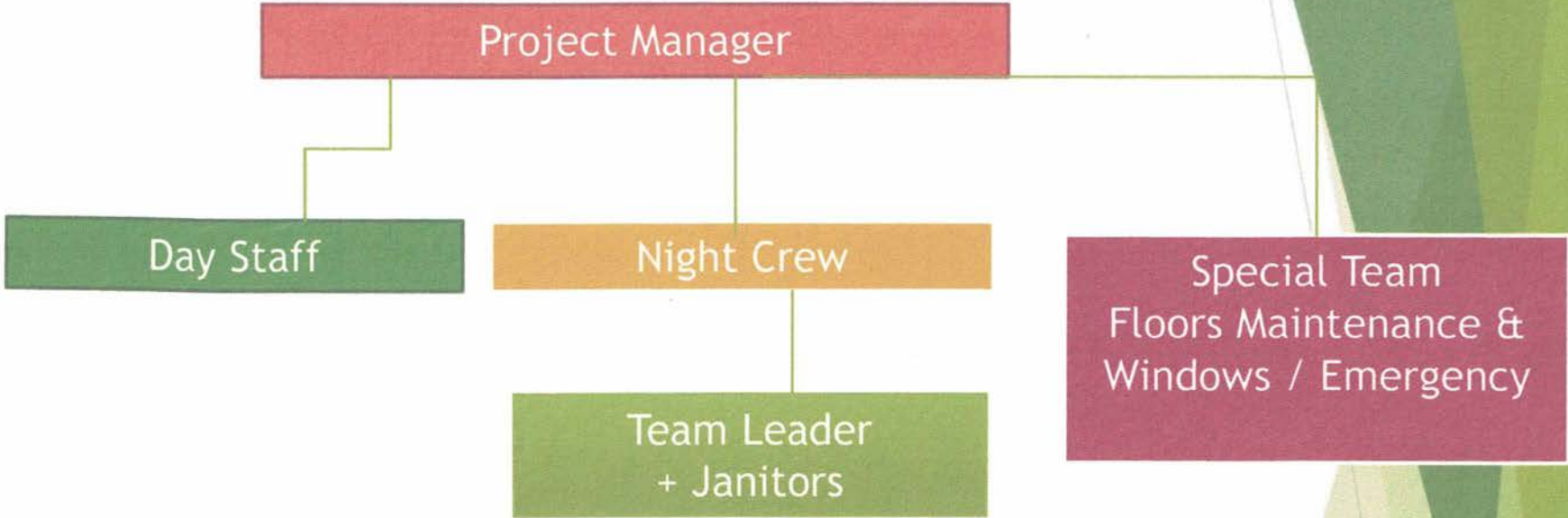
JANITORIAL CLEANING/SERVICES
BAL HARBOR VILLAGE
REQUEST FOR PROPOSALS NO. 2017-03

Kelly Janitorial Systems Inc Organization Chart / Line of Authority



Attached 1

Project Organizational Chart



Attached 2



PROPOSER'S AND EXPERIENCE IN THE PROVISION OF JANITORIAL SERVICES.

| CLIENT | DATE | DESCRIPTION | SQFT | CONTACT |
|---|------------------|---|---------|--|
| City of Aventura | 2000- Present | Included Facilities: Government Center & Police Community Recreation Center City Parks (4) Cultural and Art Center We provide custodial services, porters, supplies and quarterly, semiannual maintenance of all the facilities mentioned Aprox Contract Amount: \$ 250,000 | 200,000 | Julio Garcia 305-525-0896 garciaj@cityofaventura.com |
| City Of Miami Springs | 2011- Present | City Hall Police Department Community Center Pool – Aquatic Center Public Works Senior Center We provide custodial services, porters, supplies and quarterly, semiannual maintenance of all the facilities mentioned Aprox Contract Amount: \$306,000.00 | 90,000 | Tom Nash 305-805-5035 nasht@miamisprings-fl.gov |
| Louis Berger - Florida's Turnpike – Dept of Transportation | 2006- Present | 7 Facilities: Pompano Beach MP65 West Palm Beach MP99 Ft. Pierce MP144 Boca Raton Sunpass Ctr. MP75 Snapper Creek MP19 We provide custodial services, supplies and quarterly, semiannual maintenance of all the facilities Aprox Contract Amount: \$300,000.00 | 265,000 | Frank Natal 786-510-8631 fnatal@louisberger.com |



Other Customers:

| CLIENT | DATE | DESCRIPTION | SQFT |
|--------------------------------------|------------------|--|--------|
| Florida Dept of Health | 2012- Present | Custodial services for complete Building, supplies and quarterly, semiannual maintenance of all facilities | 35,000 |
| Florida Lottery | 2014- Present | Custodial services for District Office, supplies and quarterly, semiannual maintenance of all facilities | 8,000 |
| Town of Pembroke Park | 2010 | Custodial services, supplies and quarterly, semiannual maintenance of all facilities | 15,000 |
| The Giller Building | 2008- Present | Custodial services for complete Office Building | 35,000 |
| Roca Tiles | 2006- Present | Custodial services, supplies and quarterly, semiannual maintenance of all facilities | 25,000 |
| BalHarbour Villas Hall (City) | 2008- Present | Custodial services, supplies and quarterly, semiannual maintenance of all facilities | 65,000 |
| 3000 Properties | 2008- Present | Custodial services for complete Building, supplies and quarterly, semiannual maintenance of all facilities | 35,000 |

KELLY JANITORIAL SYSTEMS has +20 years experience in the cleaning business managing large crews with high standards.

KELLY JANITORIAL SYSTEMS, INC has the BEST reputation in the industry, not only for the personalized attention the owners give to each of one of our customers but for the professionalism, know-how of the industry, courtesy and reliability.

Attached #3

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL APPROVING AN AMENDMENT TO THE AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES INC. TO ADD GROUNDS MAINTENANCE SERVICES AT THE NEW BAL HARBOUR WATERFRONT PARK, IN AN AMOUNT OF \$21,463.75.

Issue:

Should the Village approve an amendment to the agreement with Brightview Landscape Services Inc. to add ground maintenance services at the new Bal Harbour Waterfront Park, for the duration of the current agreement?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

The Village currently has an agreement in place (through the award of RFP 2015-01) with Brightview Landscape Services Inc. to provide grounds maintenance services throughout the Village. Services at the former park site (701 96 Street) were previously included but were suspended when construction began on the new park project. With the new facility coming online, staff obtained a proposal to add grounds maintenance services of the park facility, to include similar scope as other Village areas (mowing, trimming, irrigation, litter, etc.). The proposal is for \$4,292.75 monthly. If approved, the amendment would add the services to the agreement for the remainder of the current term, which is through April 21, 2024, for a total amount of \$21,463.75 (five months, December 2023 through April 2024). This amount was anticipated and budgeted for in the FYE 2024 operating budget. The agreement is currently in the last renewal period and will be re-bid in early 2024.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

| | Amount | Account | Account # |
|--|-------------|-----------------------|--------------|
| | \$21,463.75 | Landscape Maintenance | 01-72-503405 |

Sign off:

| Recreation, Arts & Culture | Chief Financial Officer | Village Manager |
|----------------------------|-------------------------|-------------------|
| Sylvia Flores | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC. FOR GROUNDS MAINTENANCE SERVICES AT THE NEW BAL HARBOUR WATERFRONT PARK, IN AN AMOUNT OF \$21,463.75; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

As we prepare for the opening of the new Bal Harbour Waterfront Park, it is necessary to ensure that all appropriate services are in place to maintain the facility as beautiful and elegant as the day it opens to the public. The 1.5 acres of land, includes over 50 different plant species, as well as more than 14,000 square feet of sod. The various species and plant materials throughout the space (including the third-floor open terrace), require detailed attention and maintenance.

The Village currently holds an agreement for grounds maintenance services with Brightview Landscape Services Inc. (formerly The Brickman Group LTD LLC) which was originally awarded in 2015, through RFP 2015-01. The agreement was for an initial term of three (3) years, with two additional options to renew, each of three (3) years, and is currently in the final renewal period, valid through April 21, 2024. The agreement previously included services for the Bal Harbour Park site (701 96 Street), but these services were suspended when construction began on the new project.

ANALYSIS

As part of the original construction project, the landscaping was subcontracted with Superior Landscaping. While obtaining the quote for materials and services needed as part of the construction of the park, NV2A also requested a proposal from Superior for grounds maintenance services after closeout. The proposal received from Superior was for \$149,682.00. Village staff also reached out to Brightview Landscape Services Inc., and requested a proposal to add services for the new park to the current agreement. The

proposal provides for service daily, including mowing, trimming, fertilizer, detail maintenance (weeds, plants, etc.) irrigation, litter control, mulch, and other maintenance services, for an amount of \$4,292.75 monthly, which totals \$51,513 annually. This amount was anticipated and budgeted for within our FYE 2024 operating budget. The proposal pricing is comparable to the current contract pricing in place for other Village areas and the Village has been pleased with the professionalism and effectiveness of service provided by Brightview as part of the current agreement. As part of the full close-out of the project, and transfer of ownership, Brightview will be required to accept the condition of the landscaping, and honor the warranty period on all plant materials.

Approval of this resolution will approve an amendment to the agreement with Brightview Landscape Services to add grounds maintenance services for the new park, through the end of the contract term only. With the current agreement expiring in April 21 2024, a formal bid solicitation will take place in early 2024, to obtain a responsible and competitive bid for all Village assets, to take effect at the end of this agreement term.

THE BAL HARBOUR EXPERIENCE

Our new jewel, Bal Harbour Waterfront Park, is a highly-anticipated amenity that will provide a special space for our residents and guests to enjoy. Maintaining the facility and grounds to the highest quality will ensure the beautiful environment that our community has come to expect as part of *The Bal Harbour Experience* and will leverage the park as a coveted jewel among our Destinations and Amenities.

CONCLUSION

With the extensive varieties and quantities of plant material throughout the new Bal Harbour Waterfront Park, it is necessary to ensure that a professional and responsible grounds maintenance program, with a contracted service, is in place to maintain the excellent quality of our new facility. I, therefore, recommend approval of this item.

Attachments:

1. Amendment to Agreement with Brightview Landscape Services Inc.
2. Brightview Landscape Services Inc. Proposal for Services at Bal Harbour Waterfront Park.
3. Professional Services Agreement with The Brickman Group LTD LLC (now Brightview Landscape Services Inc.)

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC. FOR GROUNDS MAINTENANCE SERVICES AT THE NEW BAL HARBOUR WATERFRONT PARK, IN AN AMOUNT OF \$21,463.75; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 21, 2015, the Village awarded RFP 2015-01 for Village-Wide Grounds Maintenance Services to Brightview Landscape Services, Inc (formerly The Brickman Group LTD LLC.) and subsequently entered into an Agreement for Professional Services on May 19, 2015, as per the terms of RFP 2015-01, for an initial term of three (3) years, with two additional renewal options for three (3) years each; and

WHEREAS, on April 21, 2018, the Village exercised the first option to renew for an additional three-year term; and

WHEREAS, on April 21, 2021, the Village exercised the second and final option to renew for an additional three-year term valid through April 21, 2024; and

WHEREAS, the Scope of Services of the Contract included Bal Harbour Park (701 96 Street) which was closed in 2019 for construction, and services were paused as a result; and

WHEREAS, construction of the new Bal Harbour Waterfront Park, is nearing completion, and will need to have grounds maintenance services resume, with revisions to reflect the new landscaping plan and expanded area (18 Bal Bay Drive);

WHEREAS, Contractor has provided a cost proposal for the revised landscaping plan; and

WHEREAS, the parties desire to amend the agreement to include the proposal for services at this new site, Bal Harbour Waterfront Park, for the duration of the contract term, at a monthly rate of Four Thousand, Two Hundred Ninety-Two Dollars and Seventy-Five Cents (\$4,292.75), as per proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Amendment to Agreement. The Scope of Services shall be revised as follows:

- A. Additional Location, Bal Harbour Waterfront Park, at 18 Bal Bay Drive, will be added to agreement as per proposal, for the remainder of the agreement term, currently through April 21, 2024 and at a monthly rate of Four Thousand, Two Hundred Ninety-Two Dollars and Seventy-Five Cents (\$4,292.75).

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to execute and implement this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of November, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN
BAL HARBOUR VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES, INC.**

This Amendment to the Contract between Bal Harbour Village, a Florida municipal corporation ("VILLAGE") and Brightview Landscape Services, Inc. ("CONTRACTOR"), a Florida for-profit corporation, is made and entered into this ___ day of _____, 2023.

WITNESSETH:

WHEREAS, on April 21, 2015, the VILLAGE awarded RFP 2015-01 for Village-Wide Ground Maintenance Services to Brightview Landscape Services, Inc (formerly The Brickman Group LTD LLC.); and

WHEREAS, on May 19, 2015, the VILLAGE entered into an agreement for professional services ("CONTRACT") with Brightview Landscape Services, Inc. (formerly The Brickman Group LTD LLC.) ("CONTRACTOR"), as per the terms of RFP 2015-01, for an initial term of three (3) years, with two additional renewal options for three (3) years each; and

WHEREAS, on April 21, 2018, the VILLAGE exercised the first option to renew for an additional three-year term; and

WHEREAS, on April 21, 2021, the VILLAGE exercised the second and final option to renew for an additional three-year term valid through April 21, 2024; and

WHEREAS, the Scope of Services of the Contract included Bal Harbour Park (701 96 Street) which was closed in 2019 for construction, and services were paused as a result; and

WHEREAS, construction of the new Bal Harbour Waterfront Park, is nearing completion, and will need to have ground maintenance services resume, with revisions to reflect the new landscaping plan and expanded area (18 Bal Bay Drive);

WHEREAS, Contractor has provided a proposal for the revised landscaping plan, attached and incorporated herein as Exhibit "C"; and

WHEREAS, the parties desire to amend the CONTRACT to include the proposal for services at this new site, Bal Harbour Waterfront Park, for the duration of the contract term, at a monthly rate of Four Thousand, Two Hundred Ninety-Two Dollars and Seventy-Five Cents (\$4,292.75), as per proposal.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

The original Agreement shall be modified as follows:

- 1. Additional Location, Bal Harbour Waterfront Park, at 18 Bal Bay Drive will be added to CONTRACT at a monthly rate of Four Thousand, Two Hundred Ninety-Two Dollars and Seventy-Five Cents (\$4,292.75).

This Amendment to the Contract shall be effective from date of approval by the Village Council, upon the signature of both parties, and written notice from the Village after Village takes occupation of the site.

Except as herein amended, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment to the Contract upon the terms and conditions above stated on the day and year first above written.

Brightview Landscape Services Inc.

BAL HARBOUR VILLAGE, FLORIDA:

By: _____

By: _____

Jorge Gonzalez
Village Manager

Print name and Title

ATTEST:

Village Clerk

Approved as to Form and Legal Sufficiency for the Reliance of Village Only:

Village Attorney

6|9|23

PROPOSAL FOR LANDSCAPE SERVICES

Job Name: Bal Harbour Village Park

Job Location: 96th Street and Bal Bay Drive Bal Harbour Fl 33154

We hereby propose the following project for your review:

- Provide Landscape Maintenance Program per Scope of Work set forth in existing landscape, grounds maintenance agreement

- **Total Price: \$51,513**

✓ Per Plans Dated 2-Nov-22

| SERVICE | OCC | PRICE PER | PRICE PER YR |
|------------------|-----|--------------|--------------|
| Mowing | 42 | \$77.71 per | \$3,264 |
| Detail | 24 | \$737.88 per | \$17,709 |
| Fert & Pest | 4 | \$1,500 per | \$6,000 |
| Wet Check | 24 | \$83.33 per | \$2,000 |
| Tree Trimming | 4 | \$2,400 per | \$9,600 |
| Mulch | 2 | \$4,050 per | \$8,100 |
| Litter | 365 | \$8.33 per | \$3,040 |
| Pressure Washing | 24 | \$75 per | \$1,800 |

RESOLUTION NO. 2015-942

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH THE BRICKMAN GROUP, LTD. LLC TO PERFORM GROUNDS MAINTENANCE SERVICES IN THE NON GATED PORTION OF THE VILLAGE FOR THE ANNUAL AMOUNT OF \$667,093.00; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS FOR ALL SERVICES AND PLANT MATERIAL INSTALLATION DESCRIBED WITHIN THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 26, 2015 the Village issued Request for Proposals No 2015-01 (the "RFP"), soliciting proposals for the provision of Village wide ground maintenance services; and

WHEREAS, the Village Clerk received five complete proposals in response to the RFP; and

WHEREAS, the Village's evaluation committee identified The Brickman Group, Ltd. LLC ("Brickman") as the most responsive, responsible proposer and recommended that the Village enter into an agreement with Brickman for the completion of Village wide grounds maintenance services; and

WHEREAS, the Village Council determined that it is in the best interest of the Village to bifurcate the grounds maintenance services and enter into two agreements with Brickman; one for the gated residential section of the Village and one for the non-gated portions of the Village; and

WHEREAS, the proposals each provided line item pricing for the various requested services; and

WHEREAS, the Village Council has determined that it was in the best interest of the Village to enter into an agreement with Brickman to provide grounds maintenance and axillary services within the non-gated portions of the Village at a yearly cost of \$667,093.00 (the "Agreement"); and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to authorize the expenditure of funds budgeted during each year of the term of the Agreement for associated plant and material installation and service activities.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

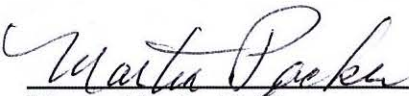
Section 2. Agreement Approved. That the Agreement between the Village and The Brickman Group, Ltd. LLC for the provision of grounds maintenance and axillary services in the non-gated sections of the Village for an annual cost of \$667,093.00, in substantially the form attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute the Agreement on behalf of the Village.

Section 3. Expenditure Approved. That the expenditure of funds budgeted annually during the term of the Agreement for the installation of plants and other materials in the non-gated portion of the Village is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the Agreement and the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of April, 2015.



Mayor Martin Packer



ATTEST:



Dolores M. Mejia, Interim Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

Reviewed and Approved by Village Attorney Matthew J. Pearl

AGREEMENT

BETWEEN BAL HARBOUR VILLAGE

AND

THE BRICKMAN GROUP LTD LLC

FOR

GROUND MAINTENANCE SERVICES

RFP NO. 2015-01

This Agreement, is made and entered into the 19th day of May, 2015 by and between Bal Harbour Village, a Florida municipal corporation ("VILLAGE"), and The Brickman Group LTD LLC ("CONTRACTOR") for services related to Grounds Maintenance Services ("Agreement"). References in this Agreement to "Village Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the VILLAGE, issued RFP 2015-01 Miscellaneous Landscape Materials & Installation Services soliciting proposals for the completion of certain landscape maintenance services (the "RFP"); and

WHEREAS, proposals submitted in response to the RFP were evaluated and ranked by a selection committee; and

WHEREAS, the selection committee has identified the CONTRACTOR as the most responsive and responsible proposer; and

WHEREAS, VILLAGE and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1 The CONTRACTOR must perform the services identified in the Scope of Services attached hereto as Exhibit "A" within the Collins Avenue right of way, the 96th Street right of way, the coastal beach area of the Village as well as Bal Harbour Park, Village Hall and their respective adjacent sites (collectively, the "Service Area"). The Scope of Services attached hereto as Exhibit "A" enumerates standards and technical requirements for the performance of the services and shall supersede the scope of services included in the RFP. The Scope of Services shall be completed in a manner that ensures the Quality Objective is met. The Quality Objective is defined as the maintenance of the landscaping on in the Service Area in a vigorous, healthy, growing, safe, clean, and attractive condition throughout the year.

SECTION 2. TERM

- 2.1 The initial term of this Agreement shall begin on the date it is fully executed by both parties and shall expire on April 30, 2018.
- 2.2 After the initial term, the Agreement may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

SECTION 3. COMPENSATION

- 3.1 The amount of compensation payable by the VILLAGE to CONTRACTOR shall be based upon the prices as set forth in Exhibit "B", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon VILLAGE'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2 CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the VILLAGE Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- 3.3 Notwithstanding any provision of this Agreement to the contrary, VILLAGE Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to VILLAGE Manager. The amount withheld shall not be subject to payment of interest by VILLAGE.
- 3.4 Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, Electronic Funds Transfer (EFT), E-Pay or P-Card as determined by the VILLAGE in its sole discretion.
- 3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by VILLAGE.
- 3.6 If it should become necessary for VILLAGE to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- 3.7 Beginning on October 1, 2015 and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the April Consumer Index-All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The Consumer Price Index is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

SECTION 4. TERMINATION.

This Agreement may be terminated in accordance with the following provisions:

- 4.1 Termination for Cause. If a party shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the other party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting party shall notify the defaulting party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting party thirty (30) business days to cure such default. If such default remains uncured after thirty (30) business days, the non-defaulting party may terminate this Agreement without further notice to defaulting party. Upon termination, the non-defaulting party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

- 4.2** Termination for Convenience. The VILLAGE may also, through its VILLAGE Manager, and for its convenience and without cause, terminate the Agreement at any time during the term by giving written notice to CONTRACTOR of such termination; which shall become effective twenty four hours following receipt by CONTRACTOR of such notice.

If the Agreement is terminated for convenience by the VILLAGE, CONTRACTOR shall be paid for any Services satisfactorily performed up to the effective date of termination and for all hardware physically delivered to the Village; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by VILLAGE, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for VILLAGE'S right to terminate this Agreement for convenience.

- 4.3** Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by VILLAGE Manager which VILLAGE Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.4** In the event this Agreement is terminated, any compensation payable by VILLAGE shall be withheld until all documents are provided to VILLAGE pursuant to Section 7.1 of this Agreement. In no event shall the VILLAGE be liable to CONTRACTOR for any additional compensation, other than provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

- 5.1** CONTRACTOR shall indemnify, hold harmless and, at VILLAGE's option, pay for an attorney selected by the VILLAGE, to defend the VILLAGE and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

- 5.2 CONTRACTOR shall indemnify, hold harmless and, at VILLAGE's option, pay for an attorney selected by the VILLAGE, to defend the VILLAGE and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3 CONTRACTOR shall indemnify VILLAGE and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the VILLAGE any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to VILLAGE by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 5.4 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the VILLAGE Manager, any sums due CONTRACTOR under this Agreement may be retained by VILLAGE until all of VILLAGE's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by VILLAGE.

SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP.

SECTION 7. MISCELLANEOUS

- 7.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of VILLAGE. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of VILLAGE and shall be delivered by CONTRACTOR to the VILLAGE Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 Audit and Inspection Rights and Retention of Records. VILLAGE shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by VILLAGE, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by VILLAGE of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by VILLAGE to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for VILLAGE'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the VILLAGE, prior to final payment by the VILLAGE, in accordance with the RFP for CONTRACTOR services.

7.3 Policy of Non Discrimination. CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

7.4 Public Entity Crime Act. CONTRACTOR represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to VILLAGE, may not submit a bid on a contract with VILLAGE for the construction or repair of a public building or public work, may not submit bids on leases of real property to VILLAGE, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with VILLAGE, and may not transact any business with VILLAGE in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from VILLAGE'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.

7.5 Independent Contractor. CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

7.6 Third Party Beneficiaries. Neither CONTRACTOR nor VILLAGE intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

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

VILLAGE: Jorge Gonzalez, VILLAGE Manager
Village Hall
655 95th Street
Bal Harbour, Florida 33054

With a copy to:

Richard Weiss, Esq.
Village Attorney
Weiss Serota Helfman Cole Bierman & Popok, P.L.

200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

CONTRACTOR: The Brickman Group, Ltd.

5075 NW 159th St,

Miami Lakes, FL 33014

- 7.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, except with the prior approval of the VILLAGE Council, which may be granted in its sole and absolute discretion. The Village may assign or transfer this Agreement in its sole discretion. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the VILLAGE Manager, which shall be in his sole and absolute discretion.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to VILLAGE'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** CONTRACTOR warrants that 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. For a breach or violation of this provision, VILLAGE shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 7.11 Materiality and Waiver of Breach.** VILLAGE and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. VILLAGE'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless VILLAGE or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue; Attorneys Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami Dade County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This

agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Agreements.** This Agreement and its exhibits, the RFP, and the Proposal (the "Contract Documents") constitute the entire agreement between CONTRACTOR and VILLAGE, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. In the event of a conflict between the Contract Documents, the Contract Documents be given the following order of priority, 1) this Agreement, 2) the RFP and 3) the Proposal. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.
- 7.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 Public Records.** CONTRACTOR acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to VILLAGE contracts, pursuant to the provisions of Chapter 119, Florida Statutes. CONTRACTOR agrees to maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONTRACTOR shall ensure that public records that are exempt or confidential

from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of VILLAGE. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, CONTRACTOR, whether finished or unfinished, shall become the property of VILLAGE and shall be delivered by CONTRACTOR to the VILLAGE Manager, at no cost to the VILLAGE, within seven (7) days of termination of this Agreement. All such records stored electronically by CONTRACTOR shall be delivered to the VILLAGE in a format that is compatible with the VILLAGE's information technology systems. Upon termination of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the VILLAGE.

- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.27 Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the VILLAGE, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the VILLAGE.
- 7.28 Default.** In the event of a default by the CONTRACTOR, the CONTRACTOR shall be liable for all damages resulting from the default. The VILLAGE may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the VILLAGE. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The VILLAGE's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the VILLAGE in law or in equity.

**AGREEMENT BETWEEN BAL HARBOUR VILLAGE, AND Brickman
FOR GROUND MAINTENANCE SERVICES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Dolores M. Mejia
Dolores Mejia, Interim Village Clerk

Bal Harbour Village

By: [Signature]
Jorge Gonzalez, Village Manager

19 day of May, 2015

Approved as to form and legality
for the use of and reliance by the
Bal Harbour Village only:

By: [Signature]
Richard Weiss, Village Attorney

(VILLAGE SEAL)

19 day of May, 2015

CONTRACTOR

By: [Signature]
Dennis Smith
Print Name and Title

11th day of May, 2015

(CORPORATE SEAL)

SCOPE OF SERVICES

1. Scope of Services.

- 1.1. The CONTRACTOR will perform "GENERAL SERVICE" at streetscapes, municipal parks, right a ways, village facility grounds, parking lots and coastal sites within the Service Area as per the specifications described here in, which include but are not be limited to; mowing, edging, line trimming, irrigation system operation maintenance/repair, litter retrieval and waste disposal, pruning, integrated pest management, mulching, weeding, landscape maintenance, seasonal annual bed change out, Arboriculture, landscape planting plan development, herbicide, insecticide and fertilizer application, turf management, hardscape/street furniture pressure cleaning and replacement of plants as required.
- 1.2 Proposal prices shall include furnishing all labor, machinery, equipment, tools, and means of transportation, disposal (litter and vegetative waste) supplies, equipment, materials, services and incidentals necessary to provide complete landscape maintenance services as specified herein.
- 1.3 The CONTRACTOR will provide a **minimum** staffing level necessary to maintain the Quality Objective.
- 1.4 ROW work shall include Traffic Control as described herein. MOT plans prepared by a Certified Work Zone Traffic Control Safety Specialist will be required for Bal Harbour Village and FDOT Right of Way Permits required for "additional work" on Village and State Right of Ways.
- 1.5 The CONTRACTOR will adhere to a work schedule as approved by the Village. Any variations to that schedule, requested by either party, must be approved in writing by an authorized representative of the other party. A sample schedule is to be provided in the response.

2. Technical Specifications.

These specifications designate the manner in which basic maintenance tasks will be performed in order to achieve the overall Quality Objective, which is to maintain the landscaping on the listed sites in a vigorous, healthy, growing, safe, clean, and attractive condition throughout the year. These specifications identify the minimum acceptable standards for this work and Contractors are encouraged to offer enhancements in their submittals for consideration.

PRIOR TO COMMENCEMENT SERVICES, THE CONTRACTOR SHALL HAVE TWENTY-FIVE (25) DAYS FROM START OF CONTRACT TO THOROUGHLY INSPECT ALL SITES AND REPORT ANY PRESENT DAMAGES OR DEFICIENCIES

IN THE LANDSCAPING AND IRRIGATION SYSTEMS FOR EACH INDIVIDUAL SITE. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INTEGRITY OF THE LANDSCAPE AFTER THIS INITIAL INSPECTION REPORT AND SUBSEQUENT REPAIRS.

2.1 STANDARDS AND REFERENCES

The Contractor's Representative shall be well versed in Florida maintenance operations and procedures. All employees shall be competent and skilled in their particular job in order to insure that they properly perform the work assigned.

The following organizations provide standards and publications which may be used as a guide for conducting grounds maintenance and services, under the Agreement:

- Florida Cooperative Extension Services, 18710 SW 288th Street, Homestead, Florida, 33030.
- Florida Turf-Grass Association, Inc., 302 Graham Avenue, Orlando, Florida, 32803-6399.
- National Recreation and Park Association, 1601 N. Kent Street, Arlington, Virginia, 22209.
- Florida Recreation and Park Association, 1406 Hays Street, Suite 1, Tallahassee, Florida, 32301.
- Florida Department of Transportation, "Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Maintenance and Utility Operations."
- Institute for Regional Conservation.
- Florida Department of Environmental Protection.
- American National Standards Institute A-300 Standards.
- Florida Nursery, Growers and Landscape Association.

2.2 MATERIALS

All materials supplied and used by Contractors shall be the highest quality and used in accordance with manufacturer's directions. Commercial products such as fertilizers and pesticides shall bear the manufacturer's label and guaranteed analysis. Village inspectors may require tests and reject materials not meeting

these specifications or manufacturer's guarantee. Salvage materials will not be allowed.

2.3 REPLACEMENT: Any plants which are damaged or die as a result of improper maintenance, inadequate or lack of irrigation or lack of sufficient maintenance shall be replaced by the Contractor, at no cost to the Village, within ten (10) calendar days upon discovery by the CONTRACTOR or notification by the Village. The following criteria shall be used to determine if replacement is necessary:

- a) Plants are not in a healthy growing condition and this renders them below the minimum quality standard (Florida Grade #1 as defined by the Florida Grades and Standards Manual for Nursery Plants).
- b) There is a question of any plants ability to thrive after the end of the maintenance period which would render it below the minimum quality standards (Florida Grade #1 as defined by the Florida Grades and Standards Manual for Nursery Plants).
- c) The plant material is dead.
- d) The ten (10) calendar days may be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the Village, in advance. The extended time shall be negotiated between all parties concerned, but must receive final approval by the Village. After the ten (10) day replacement period, work will be deemed to be Non-Conforming and Subject to Payment Adjustments in accordance to Appendix B Section 1.5.2 and 1.5.3. Additionally and not withstanding; the Village may perform the work and withhold monies due to the CONTRACTOR for materials and labor costs.

2.4 SIZE, QUALITY, AND GRADE OF REPLACEMENT

Replacement material shall be of the same brand, species, quality and grade as that of the material to be replaced, or it shall conform to the Florida Grades & Standards for nursery plants Florida #1 Quality, whichever is higher. The size of the replacement plants shall not be necessarily the same size as the original specified plant at its initial planting. The replacement shall be of equal size to the plant to be replaced at the time it has been determined that it must be replaced. However, if for some reason, the plant to be replaced is smaller than the size to be replaced, the replacement shall be at least equal to the original size when the maintenance period began.

- a. Plants shall be sound, healthy, and vigorous, free from plant disease, insect pests or their eggs, and shall have normal root systems and comply with all State and local regulations governing these matters, and shall be free from any noxious weeds.
- b. All trees shall be measured six (6) inches above ground surface.
- c. SHAPE AND FORM: Plant materials shall be symmetrical, and/or typical for variety and species.
- d. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Administrator.
- e. Replacements shall be guaranteed for the length of the Contract.
- f. The CONTRACTOR shall be responsible for hand watering the replacement (if required), for up to 42 calendar days after planting or until established.
- g. Should CONTRACTOR supply water, the water shall be fresh (non-salt), and containing no harmful levels of pollutants or chemicals.
- h. Any soil supplied by Contractors shall be good, clean, friable top soil (or soil mix), free from any toxic, noxious or objectionable materials, including rocks, lime rock, plant parts or seeds.
- i. "Planting Soil Mix" shall be equal parts of Canadian peat, silica sand, and composted organic matter, sterilized.
- j. "Muck-sand-soil" shall be 80 percent silica sand and 20 percent Florida peat.
- k. All fertilizer shall be the best commercial grade and except for free flowing liquids, shall be delivered to site and be dry when processed for application. Fertilizers shall be in appropriate containers and tagged. Special permission from the Contract Administrator is required to use bulk fertilizers. The CONTRACTOR shall submit copies of the manufacturer's specifications for all fertilizer including data substantiating that the proposed materials comply with specified requirements.

2.5 PESTICIDES (INSECTICIDES, FUNGICIDES, HERBICIDES, ETC.)

Insecticides & Fungicides shall be only those which are approved or recommended for use near open water bodies and those specified. Only the Federal Environmental Protection Agency (EPA) approved products shall be used. All pesticides are to be registered and approved for use by the Florida Department of Agriculture. Contractor shall submit, on an as needed basis, a schedule of spraying and dusting materials to be used to control pests and disease infestation, the reason for their use and the method to be used to apply the materials and the method of application before it is delivered and used on

the project. The need for pest and disease control, will be determined by the Contractor's Horticulturist and approved by the Village. Also, if requested by the Village, the CONTRACTOR will furnish documentation that the implementation of these control measures for pests and disease infestation is in strict compliance with all Federal, State, and Local Regulations. Any use of pesticides in Parks must be approved in writing by Village.

2.6 MISCELLANEOUS MATERIALS

Mulch shall be Amerigrow Recycling's or Village approved equivalent shredded, round-wood, recycled mulch Pine Bark Brown in color. Other mulch types may be required upon request by the Village. Alternative mulch types will be readily available on the wholesale market, be of equal or lesser wholesale cost or increased costs to be paid by Village.

2.7 EQUIPMENT

Equipment supplied by CONTRACTOR shall be designed for or suited to the grounds maintenance task in which it is to be used. Equipment will not be used in areas or to perform tasks where damage will result to the landscapes or sites. CONTRACTOR shall maintain supplied equipment in a good appearance and all equipment shall be maintained in a safe, operational and clean condition.

Upon specific request by the Village, the CONTRACTOR will supply a current list of supplied equipment used by the Contractor, including item, model, manufacturer, year manufactured, and serial numbers. The Contract Administrator or his designee shall have the right to reject the use of any specific piece of supplied equipment on the site, by notification to CONTRACTOR.

2.8 COMPLETION OF WORK

All work is to be completed in a continuous manner. That is all mowing, edging, weed control, trimming, litter removal, etc. shall be completed before leaving the job site.

2.9 TURF CARE

Maintain turf areas in a healthy, growing green and trim condition by performing the following operations.

2.10 SITE PREPARATION

The CONTRACTOR shall, prior to mowing, retrieve materials and dispose of

waste to include, and not be limited to, papers, glass, bottles, cans, fallen tree limbs and/or fronds, and all other deleterious materials found on the sites listed herein. Should the CONTRACTOR have knowledge of the existence of hazardous wastes upon the Service Area, CONTRACTOR shall not remove same from the premises but shall have a duty to immediately notify the Village in writing.

2.11 MOWING GENERAL

Mowing shall be performed in a workmanlike manner that insures a smooth surface appearance without scalping or leaving any "missed" uncut grass. Special care will be required to avoid scalping swales and on top of berms. Line trimmers will not be permitted for cutting grass in areas larger than 64 square feet. Rotary mowers will be used on St. Augustine and Bahia grass.

- a. All mowers are to be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- b. All mower blades are to be maintained sharpened condition and sharp enough to cut, rather than to tear grass blades.
- c. All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.
- d. Mowing will be done carefully so as not to "bark" trees or shrubs, or to introduce weeds into ground cover beds, or to damage sprinkler heads, curbs, or other facilities.
- e. Grass clippings or debris caused by mowing or trimming will be collected and removed from the turf or from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed or trimmed and legally disposed of at an off-site location at Contractor's expense.
- f. Mowing will not be done when weather or other conditions will result in damaged turf.

2.12 MOWING SPECIFICS

- a. ST. AUGUSTINE GRASS: Mow only with a rotary mower a minimum of once per week during the growing season of May through the second week of October and at other General Service, as needed, throughout the year.
- b. NON-ATHLETIC FIELD: Turf shall be mowed at 3 3/4" to 4 "above soil level

- with a mower designed for use in the specific circumstances. Remove clippings from areas if excessive clippings result from the mowing operation.
- c. SEASHORE PASPALUM, BERMUDA, AND ZOYSIA: (IF INSTALLED) shall be mowed at .5" to 2.5" above soil level with a reel mower designed for use in the specific circumstances. Remove clippings from areas if excessive clippings result from the mowing operation. Clippings will be considered excessive if still visible on grass the day after mowing. Mow with a reel mower (or rotary if approved in writing by the Village Contract Administrator) a minimum of twice per week during the growing season of March through the end of October and at other General Service, as required to maintain desired height of grass. Twice weekly mowing may also be required during the winter months if annual rye grass has been seeded. If grass has a scalped appearance after mowing, too much of the leaf blade was removed and stems of grass exposed. Contractor shall never remove more than 1/3 of the leaf blade. Mowing directions shall be altered at each mowing to avoid wear patterns.

2.13 TRIMMING AND EDGING

CONTRACTOR shall trim and properly edge all shrub and flower beds as well as trees, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the edging. Edging of beds and the tree rings (soft edging) shall be executed not less than every other mowing with respect to the turf type adjacent to the edging. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed), shall be edged with a manual or mechanical edger to a neat vertical uniform line. Line Trimmers are not to be used for vertical edging or for cutting turf grass in areas larger than 64 square feet. Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed. Care shall be taken to avoid damage of ground cover weed barrier. Grass will be trimmed at the same height as adjacent turf is mowed, and to remove all grass leaves from around all obstacles and vertical surfaces in the turf, such as posts, walls, fences, etc. Particular attention will be given to trimming around sprinkler heads and other irrigation system components to assure their proper water delivery function. The mechanical line trimmers are not to be used within eighteen (18") inches of tree or palm trunks and are not to be used in lieu of a trim mower, to mow large areas of grass.

Note: Damage to property or existing vegetation by improper trimming or edging shall be repaired or replaced within 48 hours at Contractor's expense. All walks and other paved areas littered in the lawn maintenance process shall be vacuumed, swept, or blown off while the mowing, edging, or trimming is in process so that the appearance suffers for the least amount of time. Direct clippings back on to the site not in to the roadway. Debris shall never be disposed into storm drains, adjacent properties or in to adjacent roadways. Shell, mulch, gravel or other porous walk ways shall be raked clean with a fan rake. Blowers are not to be used on shell, mulch or sand walkways. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs, and all litter during each service visit.

Materials cleaned from grounds may not be disposed on-site, and must be removed from locations at CONTRACTOR's expense. A copy of a completed mowing schedule will be provided to the Village's representative for his approval in a timely manner as requested.

- a. **PRUNING SHRUBS AND GROUND COVER PLANT BED AREA MAINTENANCE:** All shrubs and ground cover plants growing in the work areas shall be pruned, as required, to maintain plants in a healthy, growing, flowering condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, view of signs or any manner deemed objectionable by the Contract Administrator.
- b. **BED AREA MAINTENANCE:** The CONTRACTOR shall keep the bedded areas free of dead plants, leaves, and branches at all times. All beds shall be vertically edged, and kept weed free at all times. Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed. Landscape edging where used must be kept in place, and vertical as it was originally installed.
- c. **SHRUBS:** All shrub material shall be pruned a minimum of once per month during the dormant season and weekly during the peak growing season to insure the best shape, health, and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.
- d. **GROUND COVER:** All groundcover material shall be pruned a minimum of once per month to insure the best shape, health, and character of the individual plant. Groundcover plants shall be selectively cut back to

encourage lateral growth and kept inbounds and out of other plantings, walkways, lighting, etc. Mechanical trimmings may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

2.14 TREES AND PALM PRUNING

Trees and palms are to be maintained in a healthy, growing, safe, attractive condition and in their proper shape and size according to variety, species and function in the landscape or as specifically directed by the Contract Administrator.

- a. Emphasis to be placed on the proper (natural) shape and size. Limit the amount of trimming done to meet special purposes, e.g., sign clearance on businesses, leaves dropping on outdoor tables, etc. The Village's tree code states that it is unlawful to destroy a tree's natural shape. This type of pruning to be performed only with the approval of the Village Contract Administrator.
- b. TREE ABUSE PROHIBITION: Contractor shall not abuse any tree located within the boundaries of the Village of Bal Harbour, either public or private. The following acts shall constitute tree abuse:
 - Damage inflicted upon any part of a tree, including its root system, by machinery, mechanical devices, soil compaction, excavation, intentional vehicle abuse, chemical applications, changes to the natural grade, fire, storage or disposal of toxic or hazardous substances, or any removal of the outer bark area.
 - Damage inflicted to or cutting a tree which permits infection or pest infestation.
 - Cutting any tree which destroys its natural shape, such as topping or hat racking.
 - Fastening any sign, rope, wire or object by nail, staple, chemical substance, or other adhesive means to go on through, or around, any tree, causing permanent damage to the tree.
 - Any pruning, or cutting, in violation of the practices established by the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations.
- c. PRUNING: All pruning shall be in compliance with the most recent tree maintenance standards as published in the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations. All tree pruning

must be done by an ISA certified arborist or under the direct, on-site supervision of an ISA certified arborist.

Pruning will also be required from time to time to remove damaged branches from storms, frost, pruning to prevent encroachment of branches over streets, into private property, obscuring view of signs or traffic, particularly at a road intersection, or interference with lighting, etc. Tree branches shall be pruned up to seven (7') feet over walkways and in areas so designated by the Village Contract Administrator.

In addition to the situations mentioned in the preceding text, pruning shall include the removal of the following items:

- Dead, dying or unsightly part of the tree
- Remove sucker growth from base of the trees in which an exposed trunk character is desired
- Crossed branches that may rub together
- "V" crotches with included bark, which are subject to failure subordinate multiple leaders if the tree normally has only a single stem
- Growth that interferes with the movement of vehicle or pedestrian traffic, signage, or lighting.
- Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people

All branches, dead wood, and cuttings shall be removed from the job site at time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored.

- d. Palms are to be pruned a minimum of four times a year, in May, August, November and February. Minor pruning as otherwise required to remove brown or broken fronds, prevent encroachments, and remove fruit shall be done throughout the year at no additional costs to the Village. Special attention should be paid Coconut Palms and Date Palms where fallen fruit may present a hazard to pedestrians or property or create problems with sanitation. The pruning schedule may be adjusted at the direction of the Contract Administrator depending on weather and seasonal growing-conditions.
- e. **NATURAL SHAPING AND THINNING:** Prune, thin, and trim all trees at least once a year. Trees should be inspected and evaluated monthly, and pruning scheduled as needed for health, development of structural strength, public

safety, maintenance of clearances, etc. to keep the trees healthy, to (1) maintain the natural character of the variety, (2) to control shape and to prevent crowding. Pruning in general shall consist of the removal of dead, broken, fungus infected, superfluous, and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove fruit, inflorescence, dead fronds and weak stalks. In order to prevent the spread of disease and reduce the possibility of nutrient deficiencies, only dead, brown fronds should be removed under normal circumstances. Whenever live plant tissue is being cut, including for example, diseased, broken or mostly dead fronds or fruits or inflorescences, tools shall be disinfected. Disinfect tools between palms by soaking in a (5.25%) - 25% dilution Chlorine bleach and water solution for a minimum of 5 minutes. Saws must be disinfected after pruning each Phoenix palm. Palms shall not be excessively pruned, i.e., above the horizontal plane with the ground, or the 3 o'clock/9 o'clock crown positions. Remove brown or broken fronds only if removal is required due to encroachments.

- f. STAKING AND GUYING AND TREE SET-UP: Maintain existing and adjust tree stakes, guy wires and hoses or blocks, until trees are capable of standing vertical and/or resisting normal winds.
- g. The CONTRACTOR shall be responsible for the complete removal and replacement of those trees lost due to the CONTRACTOR's faulty maintenance or negligence, as determined by the Village Contract Administrator.
- h. Replacement shall be made by the CONTRACTOR in the kind and size of tree determined by the Village Contract Administrator. Where there is a difference in value between the tree lost and the replacement tree, this difference will be deducted from the Contract payment. In all cases, the value of the tree lost shall be determined by the Village Contract Administrator and Village Contract Administrator using the latest "Plant Finder" value determination.
- i. All trees that have died or have been blown or knocked over are to be reported immediately upon discovery to the Village Contract Administrator.
- j. With prior approval from the Village Contract Administrator, it is the Contractor's responsibility to remove and properly dispose of all dead or injured trees and/or weed trees such as but not limited to Florida Holly, Melaleuca or Australian Pines. CONTRACTOR shall set and support trees that have been knocked or blown over.

2.15 GENERAL USE OF CHEMICALS:

Within fourteen (14) days of the execution of the Contract, the CONTRACTOR shall submit a list of all chemical herbicides and pesticides proposed for use under this Contract for approval by the Contract Administrator, including Material Safety Data Sheets (M.S.D.S) sheets for each item. Materials included on this list shall be limited to chemicals approved by the State of Florida, the Department of Agriculture, and the Florida Department of Transportation, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of and be performed under the direction of a Certified Pest Control Operator. No chemical herbicide or pesticide shall be applied until use is approved, in writing, by the Contract Administrator as appropriate for the purpose and area proposed.

- a. DISEASE AND PEST CONTROL: Contractor shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, and other pests and diseases, spray affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. CONTRACTOR shall be fully licensed to apply pesticides. CONTRACTOR shall use sound cultural practices that aid in preventing the presence or proliferation of insect and diseases. Integrated Pest Management (IPM) standards and principles shall be incorporated into any approved disease and pest control plan. Insects in Bermuda, Paspalum and Zoysia grass (IF INSTALLED) shall be controlled by both curative and preventative measures. Timing will be critical on mole cricket applications and frequencies of application will be as needed to successfully control their infestations. Nematode samples will be taken at least one (1) time each year and action shall be taken per the recommendation of the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) lab results to control the populations. This lab report shall be submitted to the Village for their review as soon as it is received.
- b. It shall be the CONTRACTOR's obligation to perform regular monthly inspections of the palms and report to the Village any site condition which may be detrimental to the health and vitality of the palms. Further, the CONTRACTOR is responsible to report the development of disease or other problems along with recommended solutions. These reports are to be written and should be received by the Village no later than ten days after each inspection. It is required that the Village be notified in advance of planned

activities in order to allow them to verify the applications.

- c. All Royal Palms shall receive a root drench with Merit insecticide every February per label directions to control summer infestations of the Royal Palm bug.
- d. Insect and disease activity, other than as prescribed above, will be treated on an "as-needed" basis upon inspection. Required service calls between-scheduled maintenance will be at Contractor's expense.

2.16 APPLICATION OF HERBICIDES AND INSECTICIDES

CONTRACTOR may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the Village as to type location, and method of application. Use of Pesticides, including herbicides, is not permitted in Parks without expressed, written-authorization of the Village Contract Administrator.

- a. The CONTRACTOR shall exercise extreme care so as not to over spray and effect areas not intended for treatment. Areas adversely affected by such over spray shall be restored by the CONTRACTOR at their expense.
- b. The CONTRACTOR shall advise the Village Contract Administrator in writing within four (4) days after disease or insect infestation is found. They shall identify the disease or insect and recommend control measures to be taken, and, upon approval of the Village Contract Administrator, the CONTRACTOR shall supply and implement the approved control measures, exercising extreme caution in application of all spray material, dusts or other materials utilized. Approved control measures shall be continued until the disease, or insect is controlled to the satisfaction of the Contract Administrator.
- c. When a chemical is being applied, the person using it shall have in their possession all labeling associated with the chemical. Also, the chemical shall be applied as indicated on the label. A specimen label and the Material Safety Data Sheet for each product shall be supplied to the Village.
- d. All insecticides shall be applied by an operator licensed pursuant to Chapter 487 of the Florida Statutes. The operator shall have the license/certification in his or her possession when insecticides are being applied. The

implementation of control measures for pests and disease infestations shall be in strict compliance with all federal and local regulations. Upon request, the CONTRACTOR shall furnish documentation of such compliance.

- e. The spraying of insecticides and other such chemicals are to be confined to the individual plant. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual plant are strictly prohibited.
- f. Spray or dust material on foliage only during calm days. Do not apply when leaves are wet, when rain is expected within 3-4 hours after spraying, or when temperatures exceed 88 degrees Fahrenheit. Spray at times when traffic is lightest (i.e., early mornings or weekends). Use a surfactant to aid in adherence and absorption of the material. Wash material off of pavements and buildings immediately after applying.
- g. The CONTRACTOR shall utilize all safeguards necessary during disease or insect control operations to ensure safety to the public and the employees of the Contractor.

2.17 WEED CONTROL

All landscape areas within the Service Area, including lawns, shrub, flower and ground cover beds, planters, and areas covered with concrete, pavers, gravel or shell, shall be kept free of all weeds at all times. This means complete removal of all weed growth shall be accomplished at each service visit. For the purpose of this specification, a weed will be considered as any undesirable or misplaced plant. Weeds shall be controlled either by hand, mechanical, or chemical methods. The Village Contract Administrator may restrict the use of chemical or mechanical weed control in certain areas. Mechanical weed control shall not disturb the mulch layer so as to expose the underlying soil. Herbicides shall not be used in parks, playgrounds, or in areas populated by Sea Oats.

- a. Weeds are to be mowed, trimmed, or edged from turf areas as a part of turf care operations.
- b. Weeds are to be manually removed from shrub, hedge, ground cover or flower beds, unless chemical or mechanical means are specifically authorized by the Village Contract Administrator. Line Trimmers are not to be used for weed control in mulched areas. Damaged plant material resulting from such practice shall be replaced in kind at no additional cost to the Village. Persistent weed growth such as the growth of sedges shall be killed with "round up" whenever possible.

- c. Weeds are to be removed from walkways, curbs, expansion joints, and along fence lines and guardrails at each service or as otherwise directed by the Village Contract Administrator.
- d. If infestations cannot be controlled by hand-pulling, or herbicide use will damage or kill the shrubs or ground-covers, the bed may be excavated, after removing all plants. Then, weeds may be destroyed before replanting by any of the following methods; Sterilize the soil; or Allow weeds to re-establish a vegetative top and treat with a systemic herbicide, at least two (2) applications, about two (2) weeks apart, or until there is a 90% kill; or After the kill, apply, immediately after replanting, a pre-emergent herbicide, such as Treflan or prior to replanting utilizing a ground cover fabric.
- e. If it is determined by the Village Contract Administrator that the CONTRACTOR responsible for maintenance allows weed infestations to spread beyond the ability to control them, then the removal, treatment, and replacement of the planting bed shall be done as described above by the CONTRACTOR at no cost to the Village. Soil which exhibits significant weed growth within one (1) month after planting, (20% ground coverage of the bed by weeds) shall be considered as previously weed-infested.
- f. PRE-EMERGENCE WEED CONTROL: Summer Grasses - Pre-emergence herbicides are generally more effective on the grass weeds. Pre-emergence crabgrass control, herbicides should be applied around February for south Florida. For goose grass control, delay these dates by 3 to 4 weeks because goose grass generally germinates later in the season than crabgrass. If crabgrass and goose grass are present the first line of defense is to provide cultural practices (e.g., proper mowing, fertilizing, watering, compaction, and thatch control).
- g. POST-EMERGENCE WEED CONTROL: Summer Grasses-Post-emergence herbicides are more effective on broadleaves and sedges. Summer grasses such as crabgrass, goose grass, crowfoot grass, and thin paspalum can be controlled in Bermuda grass using the arsenate herbicides *as needed following all label directions*. Two to three applications are necessary, 7 to 10 days apart, for mature grass weeds. Three to four applications may be needed for nut sedge and sandbur control. A non-ionic surfactant is required with this treatment. Treat when air temperatures are below 85°F. Do not add a non-ionic surfactant.

Broadleaf Weeds - Broadleaf weeds can be controlled when actively growing using one of many post emergent herbicides labeled for the control of the

specific weed. Bermuda grass must be actively growing and not under heat or drought stress when herbicides are applied.

Selecting the right pre-emergence herbicide and using it properly will help prevent weed establishment. A key to success in using pre-emergence herbicides is proper timing of application. Application must be made prior to weed seed germination if infestations cannot be controlled by hand-pulling, or herbicide use will damage or kill the shrubs or ground-covers, the bed may be excavated, after removing all plants. Then, weeds may be destroyed before replanting by any of the following methods:

Sterilize the soil, or allow weeds to reestablish a vegetative top and treat with a systemic herbicide, at least two (2) applications, about two (2) weeks apart, or until there is a 90% kill. After the kill, apply, immediately after replanting, a pre-emergent herbicide, such as Treflan or other approved pre-emergent herbicide.

2.18 FERTILIZATION AND SOIL TESTING

The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type, and time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

CONTRACTOR shall have the soil tested two (2) times yearly to determine required additives, and more often if necessary to diagnose problem areas. A copy of the soil testing results shall be provided to the Village Contract Administrator for each round of required testing. Apply Lime or Sulfur as required to adjust ph. The CONTRACTOR shall provide the Village with annual fertilization schedules at the beginning of each contract year and shall inform the Village Contract Administrator in writing at least three (3) days in advance before beginning any fertilization.

a. TURF

ST. AUGUSTINE: St. Augustine turf areas that contain palms shall be fertilized three (3) times per year; with "Palm Special Fertilizer" with the formulation of 8N-2P₂O₅-12K₂O +4Mg with micronutrients. 100% of the N, K,

and Mg must be slow release with micronutrients in a water soluble form, applied according to label rates.

For all other turf grass areas; applications to be made the first week of the following months: April, July, and October. The N< P< K ratios shall vary with the time of year of the application and results of the soil analysis.

The approximate N, P, K ratios should be: One (1) application of a 5:2:1 ratio with a post-emergent weed control; One (1) application of a 10:1:2 ratio with Insecticide, and one application being a blanket application of insecticide in accordance with IPM (Integrated Pest Management) standards; One (1) application of a 3:1:3 ratio;

b. GROUNDCOVER AND SHRUBS

The fertilizer for all planted shrubs and groundcovers shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2, unless soil conditions or plant species dictate differently, with at least 60% of the nitrogen from a non-water soluble organic source.

All shrubs and groundcovers shall be fertilized by broadcasting by hand over the beds three (3) times per year during the first week of April, July and October.

The CONTRACTOR shall establish a program that will fertilize all shrubs and groundcover, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. A copy for approval of the fertilization schedules shall be provided to the Village Contract Administrator no less than one (1) month prior to application. Any plants damaged by over-fertilization or nutrient deficiencies shall be replaced at the Contractor's expense. Changes in fertilization rates, methods and composition must be approved by the Village Contract Administrator in writing.

a. PRUNING SPECIFICATIONS: Certain areas have been pruned to maintain controlled strand shrub heights and provide for tree form species with "clear trunk". These species will be pruned no less than twice annually to remove stem and leaf growth and to control any lateral growth which encroaches within 2 feet of pedestrian paths or access

ways. Additional pruning should be conducted as necessary to maintain their long-term height between 36 inches and 42 inches above grade, except where the Village specifies and/or approves an alternate prescribed height. Vegetation shall be pruned to a natural organic shape, rather than box hedged. Pruning of Species with shrub habit shall be conducted with hand pruners or loppers only and as required to maintain shrubs at the prescribed height and width with the goal of maintaining a clear line of sight through the dune to avoid security concerns associated with dune vegetation. Hand clean/remove thatch build-up from Sea Oats on a consistent basis.

c. TREES AND PALMS

The fertilizer for all the planted trees shall be a complete slow release fertilizer with minor elements, with a N, P, K ratio of 3:1:2 or 3:1:3 (e.g. 12-4-8 or 15-5-15, unless soil conditions or plant species dictate differently,.

All Trees 5" caliper or under shall be fertilized three (3) times per year; April, July and October. CONTRACTOR to apply a complete slow release fertilizer with minor elements, applying 1 pound of Nitrogen per 1000 square feet of area of root zone (drip line plus 50%).

All Palms shall be fertilized four (4) times per year; every three (3) months; during the first week of January, April, July and October. CONTRACTOR to apply "Palm Special Fertilizer" with the formulation (8N-2P₂O₅-12K₂O +4Mg) with micronutrients. 100% of the N, K, and Mg must be slow release with micronutrients in a water soluble form. The fertilizer shall be broadcast evenly under canopy area at a rate of 1.5 lbs of fertilizer (not N) per 100 sq. ft.

d. COASTAL BEACH AREA.

Maintenance work in the dunes primarily constitutes of the following activities: pruning of strand vegetation; removal and disposal of safety hazard plant species, maintaining dune crossovers, beach bike and jogging trail maintenance; and, removal and disposal of new non-native and invasive native plant species growth.

It is incumbent upon potential CONTRACTORS to visit and thoroughly inspect the sites of proposed work prior to proposing. Aerial photographs may not be current and cannot be relied upon. Proposal prices should be based on best estimates of square footage of area to be maintained and must be inclusive of all materials, labor, equipment, supervision, mobilization, demobilization, overhead and profit, insurance, permits, and taxes to complete the work.

a. SAFETY HAZARD REMOVAL SPECIFICATIONS:

TARGETED SPECIES: Species of Cactus, Yucca, Agave, and other types of vegetation which, by their spiny nature, could pose a safety hazard to the public must be removed at ground level to leave a three foot safety buffer on the dune side of all walkways and rope and post barriers or other areas where there may be proximity to public traffic.

b. INVASIVE EXOTIC REMOVAL SPECIFICATIONS: Village Contractors shall be responsible for the physical removal of all vegetative mass, including leaves, stems, and trunks, plus all gross roots of Category I and II Invasive Exotic Pest Plants, as identified by the Florida Exotic Pest Plant Council (FLEPPC), including but not limited to Hawaiian seagrape (*Scaevola taccada*), Brazilian pepper (*Shinus terebinthifolius*), and Australian pine (*Casuarina equisetifolia*).

c. INVASIVE EXOTIC REMOVAL MAINTENANCE INTERVALS: Village contractors shall be responsible for maintaining cleared areas free of seedlings and re-sprouts during each General Service.

d. PLANT DISPOSAL: All removed plant mass shall be legally disposed of off-site; no shredding or chipping will be allowed.

e. NATIVE SPECIES TO BE PROTECTED: The worksites include a mixture of native dune species and targeted non-native pest species. Village contractors shall take all necessary precautions to ensure that the existing native dune vegetation is not impacted during the invasive exotic removal efforts. The use of herbicides or the pruning of existing native vegetation, except as approved by the Village in writing, is prohibited.

f. PLANTING SPECIFICATIONS: Village CONTRACTORS will be responsible for providing, installing, maintaining, and warranting the survival of Florida native coastal dune plants as required to replant areas cleared of invasive exotic vegetation that has been allow encroach and/or overtake native vegetation due to lack of or improper maintenance.

Additionally, CONTRACTOR will be responsible for oversight of all work and all survival guarantees for all required restoration plantings.

2.19 IRRIGATION SYSTEM MAINTENANCE AND WATERING

CONTRACTOR will be responsible for the operation and maintenance of the Village's automatic/manual irrigation systems within the Service Area (the "Irrigation Systems") and for setting and adjusting the timer to insure proper watering of all plant material in the landscape.

The CONTRACTOR is expected to be knowledgeable and familiar with the Irrigation Systems and capable of programming all controllers and making all repairs.

- a. CONTRACTOR will be responsible under this agreement for the labor and supervision to make repairs to the Irrigation System including, the lateral line, risers and sprinkler heads up to one inch (1") in diameter and all subsurface drip irrigation lines and emitters as required keeping the Irrigation System operating. Major repairs to main lines, valves, pumps and in-take piping shall be reimbursed by the Village. Reimbursable repair work shall require authorization by the Village prior to commencement.
- b. The timers shall be checked once a week or more frequently as may be required. The CONTRACTOR will also, at least once a month, perform a Full Irrigation Wet Test which will include fully operating all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes, filters and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer.
- c. Irrigation System shall be constantly maintained and adjusted to insure that no water from the system hits the road or other hard surface.
- d. Grass shall be cut back around all irrigation heads and valve boxes at least once per month or more often as required to keep them clearly visible and fully operational. Care shall be taken to avoid damage to the irrigation boxes, zone wires, sprinkler heads from the required clearance activities, and any damage caused will be the Contractor's sole responsibility to repair.
- e. The irrigation shall be capable of providing 1-1/2" of water to all lawns and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. The Irrigation System shall be adjusted during

the various seasons.

- f. The CONTRACTOR shall be required to make all repairs within a minimum 24 hour time period or sooner as directed by the Village Contract Administrator. Any form of damage to the Irrigation System must be reported to the Village Contract Administrator immediately upon discovery.
- g. Irrigate as necessary during times of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep plant material in optimum health. Under normal conditions, irrigate deep and infrequently (2–3 times weekly) to promote a good root system. Water early mornings within watering restrictions. Avoid watering in the evenings.
- h. CONTRACTOR shall be responsible for controlling the amount of water used for irrigation and any damage or costs that result from over-watering or insufficient watering shall be the responsibility of the Contractor.
- i. WATERING: During periods when the Irrigation System is not operational, either due to breakdown of the system, or an extended electric power failure, watering shall be the responsibility of the Contractor.
- j. Supply of water suitable for irrigation shall be the Village's responsibility. Distribution of the water to the plants shall be the responsibility of the CONTRACTOR. CONTRACTOR shall use hand watering, water trucks, portable pumps, etc. as required to distribute the water.
- k. Apply water in quantities and at intervals necessary to maintain the plants in a healthy growing condition.
- l. Supplemental watering may be required in elevated turf areas or as needed to compensate for wind drift or other areas of inadequate irrigation coverage. This may require a large portable water tank, impact sprinklers, and additional hose to be supplied by the Contractor.
- m. The CONTRACTOR is required to ensure adherence to all local watering restriction ordinances. It shall be the responsibility of the CONTRACTOR to pay any and all fines levied due to lack of compliance with watering restrictions.

2.20 MULCHING APPLICATION

Contractor shall replenish mulch in shrub beds as required to cover areas of bare soil, especially at the edge of the bed and in places where the shrub canopy has not grown together to shade the soil and add mulch around tree trunks in sod areas. Mulch shall be added to maintain a constant three (3)

inches thickness. Contractor shall not pile mulch against tree trunks and shrub stems and shall maintain the consistent level of coquina sand at the base of palms as needed to ensure a tree ring is maintained.

Use Amerigrow Recycling's or a Village approved equivalent shredded "round-wood" mulch "Pine Bark Brown" color. Grade "A" Cypress mulch, Melaleuca mulch or other mulches such as coquina sand or Scotts® Nature Scapes® advanced, classic black, may be used as designated and approved by the Village.

2.21 PRESSURE CLEANING

Pressure cleaning of hardscapes, curbing, gutters, driveways shall be performed at all sites located within the Service Area as per the specifications twice per calendar year.

Frequencies for the services described herein are based upon normal circumstances. Individual, several and/or all services to a site or sites may be added at an agreed upon price, or deleted due to natural disaster, excessive rain, disease, drought, fire, vandalism, accident, insufficient funds and/or any other reason at the sole discretion of the Village.

2.22 SAND REMOVAL / POLICING

Cleaning of debris within the confines of the sites by blowing, sweeping, or vacuuming or other means must be performed as required to keep paved, bricked or concrete surfaces clean and neat at all times.

2.23 LITTER CONTROL

- a. **CONTRACTOR GENERATED TRASH:** The CONTRACTOR shall promptly remove all debris generated by his pruning, trimming, weeding, edging, and other work required in the specifications. Storm drains shall be kept clear and free of debris. Debris must be disposed of at an authorized site for commercial use. The CONTRACTOR shall clean driveways and paved areas with suitable equipment immediately after working in them. All cuttings are to be collected and removed on same day as cut.
- b. **LITTER REMOVAL:** Litter shall be removed from all turf areas, landscape beds, walk ways and all hard surfaces at each regularly scheduled General Service. In addition to the litter removal on regularly scheduled "General

Service", the CONTRACTOR shall be responsible for daily litter removal at all contract sites. Litter services are to be done in such a manner and with sufficient personnel so that the entire site is cleaned on or before 10:30 am.

2.24 PRESSURE CLEANING

Pressure cleaning of hardscapes, curbing, gutters, driveways shall be performed at all sites located within the Contract Areas as per the specifications.

2.25 ADDITIONAL WORK

The Village Contract Administrator may, at their discretion authorize the CONTRACTOR to perform additional work, including, but not limited to, mowing, edging, trimming, weeding, litter pickup, repairs, replacements, pressure cleaning and general site work ("**grounds maintenance service type work under normal circumstances**") when the need for such work arises. The Village will pay the CONTRACTOR based on the hourly labor rate specified on the Proposal. For work requested beyond the provided hourly labor rates, the Village Contract Administrator will request quote(s) from the CONTRACTOR which may be negotiated as required to obtain a fair and reasonable price. Should negotiations be unsuccessful, the Village Contract Administrator may request quotes from other contractors for the additional work.

Should additional work be required due to **extraordinary incidents/circumstances** such as vandalism, acts of God, and/or third party negligence, the Village will pay the CONTRACTOR based on the hourly labor rate specified in the Proposal.

Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Village Contract Administrator may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within 24 hours after receiving a verbal authorization, the CONTRACTOR shall submit a written estimate/quote to the Village Contract Administrator for the required approval.

2.22 ADDITIONS/DELETIONS OF ITEMS/PRODUCTS:

Although this Agreement identifies specific items/products to be provided, it is hereby agreed and understood that any related items/products may be added/deleted to/from this contract at the option of the Village. When an

addition to the Agreement is required, the Contractor, and other suppliers, as deemed necessary, shall be invited to submit quotes for these new items/products. If these quotes are comparable with market prices offered for similar items/products, the supplier(s), if applicable, and item(s) shall be added to the contract. An amendment to the Contract shall be issued by the Village.

3. EMERGENCY RESPONSE PRIORITY.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the Bal Harbour Village, Florida shall receive a "First Priority" for any goods and services covered under this Agreement, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the Village.

3.1 EMERGENCY OPERATIONS PLAN

Within fourteen (14) days of the execution of this Agreement, the CONTRACTOR shall submit an Emergency Operations Plan to the Contract Administrator for review and acceptance. The Emergency Operations Plan must clearly identify how the CONTRACTOR will respond during periods before and after a public emergency. At a minimum the Plan shall address:

- a. Crew compliment and assignments
- b. Equipment to be dedicated for use within the contract area
- c. Work scheduling
- d. Reporting methods in compliance with FEMA regulations
- e. A detailed "Hurricane Work Order Agreement" that will outline costs (labor, equipment and removal/disposal of debris) associated with any cleanup that would be beyond the regular scope of services.

The Hurricane Work Order Agreement is to be produced yearly and updated as required to remain in compliance with FEMA cost recovery procedures.

4. PERFORMANCE CONTROL AND INSPECTIONS.

4.1 Maintenance Standards, Frequencies, Work Methods.

All work shall be performed in accordance with the highest professional

maintenance standards and horticultural techniques. Frequencies set for certain repetitive maintenance functions and tasks in specifications are minimum frequencies, which must be increased, if necessary to achieve the Quality Objective.

- a. Standards and frequencies may be modified from time to time by the Village Contract Administrator as necessary to assure proper maintenance to achieve the Quality Objective.
- b. All work shall be done in a thorough and workmanlike manner under competent CONTRACTOR supervision to the satisfaction of the Village.
- c. Contractor shall accomplish landscape maintenance required under the Contract during daylight hours. The Village Contract Administrator may permit night scheduling on an individual function or task basis.
- d. CONTRACTOR shall schedule and conduct the work at times and in a manner which shall not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets, and shall not cause annoyance to residents in the Contract Area. During periods of peak rush hour traffic (7:00 am to 9:00 am and 4:00 pm to 6:00 pm) or special event, the CONTRACTOR will not block or impede travel lanes.
- e. All work shall be scheduled and completed in a continuous manner, that is, other than a holiday or non-work day in order to maintain the site in a uniform manner. NO USE OF MACHINERY OR EQUIPMENT WHICH CREATES NOISE IS PERMITTED PRIOR TO 8:30 AM in the Service Area.
- f. CONTRACTOR shall not work or perform any operations during inclement weather which may destroy or damage landscaped areas.
- g. CONTRACTOR shall recognize that during the course of the Contract, other activities and operations may be conducted by Village work forces and other contractors. These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction and storm related operations. The CONTRACTOR may be required to modify or curtail certain operations without decreased compensation and shall promptly comply with any request by the Contract Administrator. In the event a Site or part of a Site becomes unavailable for servicing by the Contractor, the Village Contract Administrator may temporarily delete the Site or part of the Site and

compensation to the CONTRACTOR will be decreased.

- h. CONTRACTOR shall, during the hours and days of operation, respond to all emergencies by taking the appropriate/required action within two (2) hours.
- i. CONTRACTOR shall have completed all Landscape Maintenance functions prior- to the scheduled maintenance inspection.

4.2 Inspections.

The Contractor's Representative shall perform maintenance inspections daily during daylight hours of all sites assigned for the day. Village personnel shall provide continuing inspection of the sites to insure adequacy of maintenance and that methods of performing the work are in compliance with these specifications. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor's Representatives verbally and in writing. Upon receipt, the CONTRACTOR will complete an action report in writing, to be provided to the Village Contract Administrator, and the noted items shall be corrected by the CONTRACTOR immediately.

- a. The Village's Contract Administrator and the Contractors Representatives shall meet on the sites bi-monthly, or more frequently at the discretion of the Contract Administrator, for a walk-through inspection to prepare the above mentioned action report. The meeting shall be at the convenience of the Village. All on-going maintenance functions shall be completed prior to this meeting.

4.3 Deficiency/Cure Notices and Corrective/Termination.

If the Village Contract Administrator determines that there is/are deficiency(s) by the CONTRACTOR in the performance of this Agreement, the Contract Administrator will notify the CONTRACTOR of the deficiency(s) in writing. The CONTRACTOR is to provide in writing within seven (7) calendar days of notification, any/all actions proposed to be taken in order to correct/cure the identified deficiency(s).

- a. If the parties agree that actual damages/deficiencies would require more than

seven (7) calendar days to correct/cure, a reasonable time frame, in writing, will be determined based on a meeting between the Village Contract Administrator and the CONTRACTOR for the identified deficiency(s).

- b. Should the Village Contract Administrator issue two (2) deficiency(s) notices for the same deficit(s), or a total of three (3) notices within a twelve (12) month period, the Village may exercise its right to proceed with the Termination of this Agreement.

4.4 Bal Harbour Village Right to Correct Deficiencies.

Additionally, and notwithstanding the above provision, the Village has the right to move on site with Village personnel or private Contractors to correct deficiencies seven (10) calendar days after notification in writing, by either the Bal Harbour Village Parks and Public Spaces Department Director or his designee.

- a. If, in the sole discretion or judgment of the Village Contract Administrator, the CONTRACTOR and/or his employee(s) are not properly performing the services required under the Contract, then the CONTRACTOR and/or all employees may be temporarily replaced by Village directed personnel and payment to be made by the Village suspended while the matter is being investigated. Total costs incurred by completion of the work by the Village will be deducted and forfeited from the payments to the CONTRACTOR from the Village.

This section shall not be construed as a penalty, but as an adjustment of payment to CONTRACTOR for only the work actually performed, and accepted by the Village, and the recovering of Village costs from the failure of the CONTRACTOR to complete or comply with the provisions of the Contract.

4.5 Quality Control.

Within fourteen (14) days of the execution of the Agreement, the CONTRACTOR shall submit a Quality Control Plan ("QCP") to the Contract Administrator for review and acceptance. The basic premise of the QCP is that the CONTRACTOR is responsible for Quality Control. All methods, procedures, and forms shall support this premise. The QCP must clearly identify how the

CONTRACTOR will monitor its own work to ensure that the work is performed and meets the Quality Objective established in the Contract. The QCP must provide for the inspection and assessment of the quality and progress of the Work at each Site where Work is being performed. The QCP shall be designed to keep the Contractor's management and the Village informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections shall be in addition to the requirement for daily supervision. The QCP records shall, in part, consist of checklists of inspections and shall indicate the nature, frequency and number of observations made, number and type of deficiencies and/or hazards found, and the nature of corrective action taken as appropriate. At a minimum the QCP shall address:

- a. An inspection system that is tailored to the different Tasks and Sites covered under the Agreement.
- b. A system for identifying and correcting deficiencies in the quality of the work before the level of performance becomes unacceptable and/or Village Inspectors or the Contract Administrator point out the deficiencies. The system should also ensure non-recurrence of defective work.
- c. A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible); and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur.
- d. A system that provides the Contract Administrator access to all Contractor documentation, reports, and files (to include any forms on which Quality Control inspections are documented) with respect to CONTRACTOR quality control inspections and any corrective action taken; All service records will be completed in a GIS based electronic format which is to be approved by the Village.
- e. How corporate/home office will provide Contract support, services, and controls.
- f. The identity of all personnel who will be performing Quality Control inspections by name, and title. Verification that the person who actually performed the Work did not perform QC inspections.

Where the QCP is returned by the Village Contract Administrator for revisions or corrections, the CONTRACTOR shall resubmit a corrected QCP within seven (7) days of receipt from the Village Contract Administrator, with the requested revisions or corrections. The CONTRACTOR shall not implement any changes to its approved QCP prior to review and acceptance by the Village Contract Administrator. The CONTRACTOR shall perform Quality Control inspections by qualified personnel (i.e. – personnel knowledgeable of all technical aspects of the Work which would allow identification/discovery of improperly performed services) and provide written documentation of the inspection results to the Contract Administrator on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed.

All completed inspection reports must be submitted to the Village Contract Administrator. The CONTRACTOR shall furnish a monthly report ("Report") to the Village Contract Administrator no later than end of business of the first day of the following month that shall consist of five (5) parts, broken down as follows:

- Part 1- Prior month's General Services completed; identified by Site and the date(s) the Work was performed.
- Part 2- Prior month's Supplemental Services activities completed; identified by Site, the date(s) the Work was performed and the cost(s) associated with the Work.
- Part 3 - Prior month's Re-Work activities completed; identified by Site, the date(s) the Work was performed.
- Part 4 - Prior month's Additional Work activities completed; identified by Site, the date(s) the Work was performed.
- Part 5 - Prior month's inspections conducted under the QCP. This Part of the Report shall include the following details:
 - Dates of inspections.
 - Name and signature of the inspector.
 - Location of the inspection.
 - Work inspected.
 - Locations found to be in compliance with the Performance Standards.
 - Locations found to be non-compliant.

- Deficiencies found per location.
- Actions take to correct deficiencies.
- Actions taken to mitigate future deficiencies.

CONTRACTOR shall provide the Village Contract Administrator with hard copy and/or electronic copies of all forms and documents prepared as a part of the Quality Management Plan monitoring. Deficiencies or hazards discovered by Village Inspectors may result in Re-inspection Fees and/or Payment Adjustments.

EXHIBIT "B"

EXHIBIT "B"

| Proposal Cost Analysis | | | |
|---|---------------------|----------------------|--------------------|
| Brickman Group, Ltd. Proposal Village/Bal Harbour Park and Facilities | Current Cost | Proposed Cost | Savings |
| Brickman Group Base Price-Village wide | \$454,692.00 | \$617,831.00 | 163,139.00 |
| Full Service Pest Control Village wide | 120,220.00 | 0.00 | (120,220.00) |
| One Additional Palm Pruning Village wide | 26,000.00 | 0.00 | (26,000.00) |
| Hardscape Pressure Cleaning Village wide (third party vendor) | 44,500.00 | 47,052.00 | 2,552.00 |
| Bal Harbour Park Play Equipment Cleaning (Village Staff) | 4,576.00 | 2,210.00 | (2,366.00) |
| Additional Hedge Pruning (17 cycles) Village wide | 24,000.00 | 0.00 | (24,000.00) |
| Seasonal Beach Area litter Receptacle Service (Village Staff Nov-May) | 5,420.00 | 0.00 | (5,420.00) |
| Offsite Vegetative Debris Removal offsite dumping (Village Staff and disposal fees) | 27,160.00 | 0.00 | (27,160.00) |
| Sub-Total | \$706,568.00 | \$667,093.00 | (39,475.00) |

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ADOPTING THE HOMELESS AND DOMESTIC VIOLENCE TAX, PURSUANT TO SECTION 212.0306(2)(d), FLORIDA STATUTES.

Issue:

Should the Village Council approve an Ordinance that would add the Homeless and Domestic Violence Tax of 1% at all eligible restaurants in Bal Harbour Village, subject to approval by the voters at a general election?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

Section 212.0306, Florida Statutes, authorizes Miami-Dade County to levy a homeless and domestic violence tax. This one percent tax is collected on establishments that gross over \$400,000 that are licensed by the State of Florida to sell alcoholic beverages for consumption on the premises, except for hotels and motels. The tax has been since 1993 collected throughout Miami-Dade County with the exception of establishments in the cities of Miami Beach, Surfside and Bal Harbour Village.

In the 2023 Florida Legislative Session, a bill passed and was approved by the Governor that would allow communities such as Miami Beach, Surfside and Bal Harbour to adopt the Homeless and Domestic Violence Tax after approval by voter referendum. Approval of this Ordinance would be the first step required by the legislation passed in the 2023 Florida Legislative Session which would allow the Village to place a ballot question on a future general election asking voters in Bal Harbour Village for their approval in implementing the Homeless and Domestic Violence Tax which would apply to restaurants in Bal Harbour which generate over \$400,000 in gross receipts annually, excluding restaurants in hotels. If approved by a majority of the voters in Bal Harbour, this tax would take effect on the first day of January following the general election in which the Ordinance was approved.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

| | Amount | Account | Account # |
|--|--------|---------|-----------|
| | X | X | X |

Sign off:

| Tourism Director | Chief Financial Officer | Village Manager |
|--------------------|-------------------------|-------------------|
| Ramiro J. Inguanzo | Claudia Dixon | Jorge M. Gonzalez |
| | | |

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ADOPTING THE HOMELESS AND DOMESTIC VIOLENCE TAX, PURSUANT TO SECTION 212.0306(2)(d), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

Approval of this Ordinance is recommended.

BACKGROUND

Section 212.0306, Florida Statutes, authorizes Miami-Dade County to levy a homeless and domestic violence tax. This one percent tax is collected on establishments that gross over \$400,000 that are licensed by the State of Florida to sell alcoholic beverages for consumption on the premises, except for hotels and motels. The tax is collected throughout Miami-Dade County with the exception of establishments in the cities of Miami Beach, Surfside, and Bal Harbour Village. The homeless tax legislation was enacted in 1993, and state statute exempted cities or villages imposing a municipal resort tax as authorized by Chapter 67-930 from the homeless and domestic violence tax. Therefore, establishments in Bal Harbour Village, along with the City of Miami Beach and the Town of Surfside, are exempt from this tax. In all other cities in Miami-Dade County, 85 percent of the tax receipts go to the Miami-Dade County Homeless Trust, the governing body which oversees the use of a portion of the tax dedicated to homeless programs.

By way of background in the Village, at the February 21, 2017 Village Council meeting, Councilman David Albaum placed a discussion item on the agenda regarding how the Village could help with homeless issues countywide. At this meeting, it was agreed that the Village would connect with the Miami-Dade County Homeless Trust to explore options. At the January 15, 2019 Council meeting, then-Councilman (now Mayor) Jeffrey Freimark placed a follow-up discussion item regarding this issue. At the September 10, 2019 Village's First Budget Hearing, the Mayor and Council discussed options and directed the Village Manager to place a Resolution on the September 17, 2019 Council agenda to approve a donation to the Miami-Dade County Homeless Trust of \$50,000 from the Resort Tax Fund Balance, with the intent of making it a recurring donation each year, subject to the approval of the Village Council. For the FY 2020-2021, this item was not funded due to the anticipated and undetermined impacts as a result of the COVID-19 pandemic. At the June 15, 2021 Council meeting, the Council reinstated the \$50,000 donation for the FY

2021-2022. The \$50,000 contribution was again approved for the 2022-2023 and 2023-2024 fiscal years.

In the 2023 Florida Legislative Session, a bill passed and was approved by the Governor that would allow communities such as the City of Miami Beach, the Town of Surfside and Bal Harbour Village, to choose to place an item on a ballot for voter approval to levy a homeless and domestic violence tax within their respective jurisdictions. The following is the language approved by the Legislature:

Sales in cities or towns presently imposing a municipal resort tax as authorized by chapter 67-930, Laws of Florida, are exempt from the taxes authorized by subsection (1); however, the tax authorized by paragraph (1)(b) may be levied in such city or town if the governing authority of the city or town adopts an ordinance that is subsequently approved by a majority of the registered electors in such city or town at a referendum held at a general election as defined in s. 97.021. Any tax levied in a city or town pursuant to this paragraph takes effect on the first day of January following the general election in which the ordinance was approved. A referendum to reenact an expiring tax authorized under this paragraph must be held at a general election occurring within the 48-month period immediately preceding the effective date of the reenacted tax, and the referendum may appear on the ballot only once within the 48-month period.

Attached is a copy of the Florida Statutes which address this food and beverage tax, along with excerpts of the bill analysis.

At the October 17, 2023 Village Council meeting, Mayor Freimark placed a discussion item on the agenda for the Village Council to explore the possibility of placing an item on a future general election ballot regarding approval of implementing this tax in eligible establishments in Bal Harbour Village. Ron Book, Chairman of the Miami-Dade County Homeless Trust was in attendance at the Council meeting and provided an overview of the issue and of the steps needed to move forward. The Mayor and Council asked that this item return at the November 2023 Council meeting in order for them to take action.

ANALYSIS

The Miami-Dade County Homeless Trust organizes and directs the Miami-Dade County Homeless Plan. The Trust's annual budget is comprised of local food and beverage proceeds from the Homeless and Domestic Violence Tax which are used to leverage federal, state and private funding. The Trust receives no general fund dollars from Miami-Dade County. The Miami-Dade County Homeless Trust serves as the lead agency for Miami-Dade County's homeless Continuum of Care (CoC), responsible for the oversight, planning and operations of the all homeless efforts in the County; Implementing the Homeless Plan which provides a framework for preventing and ending homelessness in Miami-Dade County; Serving as the collaborative applicant for federal and state funding opportunities; Administering grants and overseeing operations and fiscal activities for more than 100 housing and services programs operated by more than 20 competitively selected non-profit providers and government entities; Managing Miami-Dade County's Homeless Management Information System (HMIS), the local technology system used to collect client-level data on the provision of

housing and services to homeless individuals and families and persons at risk of homelessness; and Developing policy and serving in an advisory capacity to the Board of County Commissioners on issues involving homelessness.

As described in the background section of this memo, Bal Harbour Village is one of only three cities in Miami-Dade County that are currently exempt from the Homeless and Domestic Violence Tax. The Florida Legislature has now approved language that gives cities such as ours an option to ask voters for their consideration on whether to approve the implementation of the homeless and domestic violence tax on a ballot question in a general election in Miami-Dade County. As statutorily defined, the only eligible election is the November election. Passage of this Ordinance would be the next required step which would allow the Village to place a ballot question in a future general election, as required by the State's legislation.

If the Homeless and Domestic Violence Tax were collected in Bal Harbour Village, restaurants in hotels would be exempt, as well as any restaurant that does not generate over \$400,000 in gross receipts annually. Currently, the following restaurants would meet the criteria where the 1% tax would apply:

- ABA
- Carpaccio
- Hillstone
- Makoto
- Le Zoo
- Bal Harbour Tower Restaurant
- Oceana Bal Harbour Restaurant
- Majestic Restaurant
- Harbour House Restaurant

For only the restaurants listed above, the following is the annual revenue generated on a 2% tax, based on the collective revenue for these restaurants for the past two fiscal years:

| Qualifying Restaurants | Current 2% Food & Beverage Tax | Estimated Additional 1% Collection |
|-------------------------------|---|---|
| FY2023 | \$ 1,418,449 | \$ 709,225 |
| FY2022 | \$ 1,218,787 | \$ 609,393 |

Based on the above calculations of the 2% collected for Food and Beverage which the Village collects, it is expected that if the voters approved the levy of the Homeless and Domestic Violence Tax in Bal Harbour Village, a 1% tax would yield approximately \$600,000 - \$700,000 based on the current revenue collections, but subject to change based on amounts collected.

THE BAL HARBOUR EXPERIENCE

Homelessness is an issue which impacts communities in a myriad of ways including public safety, and efforts supporting homeless programs and solutions help contribute to a safer community. Efforts to assist with homelessness would contribute to the elements of Beautiful Environment and Safety in our community.

CONCLUSION

Approval of this Ordinance would be the first step required by the legislation passed by the State of Florida in the 2023 Legislative Session. This will allow the Village to place a ballot question on the November 2024 general election, asking voters in Bal Harbour Village to approve implementing the Homeless and Domestic Violence Tax in eligible restaurants in Bal Harbour. If approved by a majority of the voters in Bal Harbour, this tax would take effect on the first day of January following the general election in which the ordinance was approved.

Attachments:

1. Florida Statutes Local Option Food and Beverage Tax

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ADOPTING THE HOMELESS AND DOMESTIC VIOLENCE TAX, PURSUANT TO SECTION 212.0306(2)(d), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1993, the Florida Legislature authorized Miami-Dade County to levy a homeless and domestic violence tax of one percent on establishments grossing over \$400,000 that are licensed by the State of Florida to sell alcoholic beverages for consumption on the premises, except for hotels and motels (Section 212.0306, Florida Statutes); and

WHEREAS, the statute exempted cities or villages imposing a municipal resort tax as authorized by Chapter 67-930 (Bal Harbour, Surfside, and Miami Beach) from this tax; and

WHEREAS, this year, the Florida Legislature amended subsection (2)(d) of the statute so these three municipalities could choose to place an item on a ballot for voter approval of the levying of the homeless and domestic violence tax within their jurisdictions, by adopting an ordinance and then placing a ballot question on a future general election; and

WHEREAS, if this tax is approved by a majority of the voters in Bal Harbour, this tax will take effect on the first day of January following the general election in which the Ordinance was approved.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above recitals are true and correct and incorporated into this Ordinance by this reference.

Section 2. Adoption of Tax, Subject to Voter Approval. That, pursuant to Section 212.0306(2)(d), Florida Statutes, the Village Council hereby adopts a homeless and domestic violence tax of one percent on establishments grossing over \$400,000 that are

licensed by the State of Florida to sell alcoholic beverages for consumption on the premises, except for hotels and motels. Following voter approval of this tax at a general election, this tax will become effective on the first day of January following the date of that election.

Section 3. Clerk to Distribute. That, if the tax is approved by the voters, the Village Clerk shall transmit documentation of the levying of the tax to the Florida Department of Revenue and to the Miami-Dade County Tax Collector.

Section 3. Conflicts. That all sections or parts of sections of Village resolutions or ordinances that conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Effective Date. That this Ordinance shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED on first reading this 21st day of November, 2023

PASSED AND ADOPTED on second reading this ____ day of _____, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

2023 Florida Statutes [Title XIV TAXATION AND FINANCE](#)

[Chapter 212 TAX ON SALES, USE, AND OTHER TRANSACTIONS](#)

212.0306 Local option food and beverage tax; procedure for levying; authorized uses; administration.–

(1) Any county, as defined in s. [125.011](#)(1), may impose the following additional taxes, by ordinance adopted by a majority vote of the governing body:

(a) At the rate of 2 percent on the sale of food, beverages, or alcoholic beverages in hotels and motels only.

(b) At the rate of 1 percent on the sale of food, beverages, or alcoholic beverages in establishments that are licensed by the state to sell alcoholic beverages for consumption on the premises, except for hotels and motels; however, the tax shall not apply to any alcoholic beverage sold by the package for off-premises consumption.

(2)(a)1. The sales in any establishment licensed by the state to sell alcoholic beverages for consumption on the premises, except for hotels and motels, that had gross annual revenues of \$400,000 or less in the previous calendar year, are exempt from the tax authorized by paragraph (1)(b).

2. For purposes of determining qualification for this exemption, each such establishment must determine the annual gross revenues of the business at the end of each calendar year. If an establishment's exemption status changes, the establishment must cease or begin collection of the tax effective the following February 1, in accordance with its new exemption status. An establishment must notify the tax collector of the county levying the tax of such change in writing no later than 20 days after the end of the calendar year.

3. Each newly opened establishment must collect the tax authorized by paragraph (1)(b) for 45 days commencing with its first day of business. After such time a newly opened business may cease collecting the tax if its projected gross annual revenues are \$400,000 or less. Projected gross annual revenues shall be determined by dividing gross revenues for the first 45 days by 45, and multiplying the resulting quotient by 365. Newly opened businesses which cease collecting the tax must notify the tax collector of the county levying the tax within 20 days after the last day the tax is collected. A newly opened establishment which has been in business for less than 45 days as of the end of its first calendar year is exempt from the provisions of subparagraph 2. for that calendar year.

(b) Sales in any veterans' organization are exempt from the tax authorized by paragraph (1)(b).

(c) All transactions that are exempt from the state sales tax are exempt from the taxes authorized by subsection (1).

(d) Sales in cities or towns presently imposing a municipal resort tax as authorized by chapter 67-930, Laws of Florida, are exempt from the taxes authorized by subsection (1);

however, the tax authorized by paragraph (1)(b) may be levied in such city or town if the governing authority of the city or town adopts an ordinance that is subsequently approved by a majority of the registered electors in such city or town at a referendum held at a general election as defined in s. [97.021](#). Any tax levied in a city or town pursuant to this paragraph takes effect on the first day of January following the general election in which the ordinance was approved. A referendum to reenact an expiring tax authorized under this paragraph must be held at a general election occurring within the 48-month period immediately preceding the effective date of the reenacted tax, and the referendum may appear on the ballot only once within the 48-month period.

(3)(a) The proceeds of the tax authorized by paragraph (1)(a) shall be allocated by the county to a countywide convention and visitors bureau which, by interlocal agreement and contract with the county, has been given the primary responsibility for promoting the county and its constituent cities as a destination site for conventions, trade shows, and pleasure travel, to be used for purposes provided in s. [125.0104](#)(5)(a)2. or 3., 1992 Supplement to the Florida Statutes 1991. If the county is not or is no longer a party to such an interlocal agreement and contract with a countywide convention and visitors bureau, the county shall allocate the proceeds of such tax for the purposes described in s. [125.0104](#)(5)(a)2. or 3., 1992 Supplement to the Florida Statutes 1991.

¹(b) For the first 12 months, the proceeds from the tax authorized by paragraph (1)(b) shall be used by the county to assist persons who have become, or are about to become, homeless. These funds shall be made available for emergency homeless shelters, food, clothing, medical care, counseling, alcohol and drug abuse treatment, mental health treatment, employment and training, education, and housing. Thereafter, not less than 15 percent of these funds shall be made available for construction and operation of domestic violence centers, and the remainder shall be used for the other purposes set forth in this paragraph. In addition, the proceeds of the tax and the interest accrued on those proceeds may be used as collateral, pledged, or hypothecated for projects authorized by this paragraph, including bonds issued in connection therewith. Prior to enactment of the ordinance levying and imposing the tax provided for by paragraph (1)(b), the county shall appoint a representative task force including, but not limited to, service providers, homeless persons' advocates, and impacted jurisdictions to prepare and submit to the governing board of the county for its approval a plan for addressing the needs of persons who have become, or are about to become, homeless. The governing board of the county shall adopt this countywide plan for addressing homeless needs as part of the ordinance levying the tax.

(c) The county and each municipality in that county shall continue to contribute each year at least 85 percent of aggregate expenditures from the respective county or municipal general fund budget for county-operated or municipally operated homeless shelter services at or above the average level of such expenditures in the 2 fiscal years preceding the date of levying this tax.

(4) A certified copy of the ordinance that authorizes the imposition of a tax authorized by this section shall be furnished by the county to the Department of Revenue within 10 days after the adoption of the ordinance.

(5) A tax authorized by this section may take effect on the first day of any month, but may not take effect until at least 60 days after the adoption of the ordinance levying the tax.

(6) Any county levying a tax authorized by this section must locally administer the tax using the powers and duties enumerated for local administration of the tourist development tax by s. [125.0104](#), 1992 Supplement to the Florida Statutes 1991. The county's ordinance shall also provide for brackets applicable to taxable transactions.

(7) Each county shall also appoint an oversight board including, but not limited to, service providers, domestic violence victim advocates, members of the judiciary, concerned citizens, a victim of domestic violence, and impacted jurisdictions to prepare and submit to the governing board of the county for its approval a plan for disbursing the funds made available for the construction and operation of domestic violence centers. Each member of the county's governing board shall appoint a member, and the county manager shall appoint two members, to the oversight board.

History.—s. 2, ch. 89-362; s. 4, ch. 93-233; ss. 1, 2, ch. 94-351; ss. 71, 72, ch. 94-353; s. 21, ch. 2023-157.

¹**Note.**—As amended by s. 71, ch. 94-353. Paragraph (b) was also amended by s. 1, ch. 94-351. The ch. 94-353 version is published here as the last expression of legislative will. Paragraph (b), as amended by s. 1, ch. 94-351, reads:

(b) For the first 12 months, the proceeds from the tax authorized by paragraph (1)(b) shall be used by the county to assist persons who have become, or are about to become, homeless. These funds shall be made available for emergency homeless shelters, food, clothing, medical care, counseling, alcohol and drug abuse treatment, mental health treatment, employment and training, education, and housing. Thereafter, not less than 15 percent of these funds shall be made available for construction and operation of domestic violence centers, and the remainder shall be used for the other purposes set forth in this paragraph. In addition, the proceeds of the tax and interest accrued may be used as collateral, pledged or hypothecated, for any projects authorized by this paragraph, including bonds issued in connection therewith. Prior to enactment of the ordinance levying and imposing the tax provided for by paragraph (1)(b), the county shall appoint a representative task force including, but not limited to, service providers, homeless advocates, and impacted jurisdictions to prepare and submit to the governing board of the county for its approval a plan for addressing the needs of persons who have become, or are about to become, homeless. The governing board of the county shall adopt this countywide plan for addressing homeless needs as part of the ordinance levying the tax.

Note.—Former s. 125.0104(3)(n).

Laws of Florida 2023-157

Section 21. Paragraph (d) of subsection (2) of section 212.0306, Florida Statutes, is amended to read:

212.0306 Local option food and beverage tax; procedure for levying; authorized uses; administration.— (2)(d) Sales in cities or towns presently imposing a municipal resort tax as authorized by chapter 67-930, Laws of Florida, are exempt from the taxes authorized by subsection (1); however, the tax authorized by paragraph (1)(b) may be levied in such city or town if the governing authority of the city or town adopts an ordinance that is subsequently approved by a majority of the registered electors in such city or town at a referendum held at a general election as defined in s. 97.021. Any tax levied in a city or town pursuant to this paragraph takes effect on the first day of January following the general election in which the ordinance was approved. A referendum to reenact an expiring tax authorized under this paragraph must be held at a general election occurring within the 48-month period immediately preceding the effective date of the reenacted tax, and the referendum may appear on the ballot only once within the 48-month period.

Bill Analysis Excerpts:

The bill was approved by the Governor on May 25, 2023, ch. 2023-157, L.O.F., and will become effective July 1, 2023, except as otherwise provided.

Municipal Resort Tax and Local Food and Beverage Tax

Current Situation

In 1967, Florida authorized the municipal resort tax. The law authorized cities and towns meeting certain population requirements located within counties also meeting certain population requirements to levy the tax. The tax could be levied on rentals of hotel rooms and similar accommodations, and it could also be levied on sales of food and certain beverages. The municipal resort tax continues to be levied today in the cities of Bal Harbour, Surfside, and Miami Beach, all of which are located within Miami-Dade County.

Florida has since authorized Miami-Dade County to levy the local option food and beverage tax. The local option food and beverage tax consists of two taxes: a 2 percent tax on the sale of food, beverages, and alcoholic beverages sold in hotels and motels, and a 1 percent tax on the sale of food, beverages, and alcoholic beverages sold at an establishment licensed by the state to sell alcoholic beverages on site.

The local option food and beverage tax may not be levied in a city or town that levies the municipal resort tax.

Effect of Proposed Changes

The bill authorizes the imposition of the 1 percent local option food and beverage tax in a city or town that levies the municipal resort tax if the levy is approved by referendum in the city or town at a general election. A referendum to reenact an expiring 1 percent local option food and beverage tax must be held at a general election occurring within the 48-month period immediately preceding the effective date of the reenacted tax, and the referendum may appear on the ballot only once within the 48-month period.

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE BAL HARBOUR VILLAGE LEGISLATIVE AGENDA FOR THE 2024 FLORIDA LEGISLATIVE SESSION.

Issue:

Should the Village Council approve the 2024 Legislative Priorities for the upcoming Florida Legislative session?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

In 2014, the Mayor and Village Council developed and approved a Legislative Priorities list for Bal Harbour Village for the first time. This list was pursued by the Village's representative, Ron L. Book, during the 2014 Florida Legislative Session. Since that time, the Village has been successful in securing state funding for our capital infrastructure projects that are part of our Capital Improvement Program.

The Mayor and Council Members have all individually met with Mr. Book to discuss priority and funding options. The 2024 Florida Legislative Session is scheduled to begin on January 9, 2024 for its annual 60-day session.

The Village has already submitted the following two capital improvement funding items related to our capital improvement priority projects for consideration by the Legislature: The Bal Harbour Village Baker's Haulover Inlet and Jetty Seawall Reconstruction and Resiliency for \$850,000 and the Bal Harbour Village Stormwater System and Pump Station Improvements for \$750,000.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

| | Amount | Account | Account # |
|--|--------|---------|-----------|
| | X | X | X |

Sign off:

| Assistant Village Manager | Chief Financial Officer | Village Manager |
|---------------------------|-------------------------|-------------------|
| Ramiro J. Inguanzo | Claudia Dixon | Jorge M. Gonzalez |
| | | |

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE BAL HARBOUR VILLAGE LEGISLATIVE AGENDA FOR THE 2024 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In 2014 the Mayor and Village Council developed and approved a Legislative Priorities list for the Village of Bal Harbour for the first time. This list was pursued by the Village's representative, Ron L. Book, during the 2014 Florida Legislative Session. Since that time the Village has been successful in securing state funding for our capital infrastructure projects. In subsequent years, the Mayor and Village Council have approved a Legislative Priorities list for the Village. In 2017 the Village Council streamlined the Village Priorities to focus on receiving grants and funding for the Village's Capital Improvement Program.

The Mayor and Council Members have all individually met with Mr. Book to discuss priority and funding options. The 2024 Florida Legislative Session is scheduled to begin on January 9, 2024 for its annual 60-day session.

The Village has already submitted the following two capital improvement funding items related to our capital improvement priority projects for consideration by the Legislature: The Bal Harbour Village Baker's Haulover Inlet and Jetty Seawall Reconstruction and Resiliency and the Bal Harbour Village Stormwater System and Pump Station Improvements.

ANALYSIS

Bal Harbour Village Baker's Haulover Inlet and Jetty Seawall Reconstruction and Resiliency: Funding will fortify and replace the seawall along the south side of Baker's Haulover Inlet. Additionally, it facilitates the integration of a living shoreline, including a living coral wall, which ensures ecological renewal and coastal resilience. This project serves as a regional asset, ensuring safety, preserving beaches, stimulating the local economy, and offering educational opportunities. Funding will go toward costs related to the selection and hiring of contractors, procurement of construction materials and equipment, labor costs, and other construction-related expenditures. Amount Requested: \$850,000.

Bal Harbour Village Stormwater System and Pump Station Improvements: Funding would allow for critical improvements to its pump stations and stormwater system, thereby safeguarding the community from flooding risks and preserving the environmental integrity of water discharged into Biscayne Bay. The project involves improvements to the Village's pump station and stormwater system to effectively manage stormwater flow and prevent property damage by efficiently lifting and redirecting stormwater away from low-lying regions, preventing inundation during heavy rainfall and storms. The allocated funds will provide for the acquisition of construction materials and equipment, labor expenses, and other essential construction-related outlays once a contractor is procured by the Village. Amount Requested: \$750,000.

At the November 21, 2023 Council meeting, an overview of the issues for the upcoming Legislative Session will be provided and a discussion with the Mayor and Council regarding any other recommendations for the Legislative priorities.

THE BAL HARBOUR EXPERIENCE

Potential funding from the State of Florida could be valuable in assisting the Village in funding for various projects which contribute to the Bal Harbour Experience, specifically in helping with the development and maintenance of well-designed and modernized public facilities and infrastructure in Bal Harbour Village.

CONCLUSION

The November 21, 2023 Council meeting will serve as an opportunity for the Mayor and Council to have a discussion about the legislative priorities. The Administration recommends that the Mayor and Council approve the Legislative Priorities for 2024 and direct the Village's Representatives to focus on these priorities on the Village's behalf during the 2024 Florida Legislative Session.

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE BAL HARBOUR VILLAGE LEGISLATIVE AGENDA FOR THE 2024 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Legislative Session will convene on January 9, 2024;
and

WHEREAS, many important issues will be considered affecting municipal governments; and

WHEREAS, the Village's representative, Ron L. Book, has already met with the Mayor and Council Members, having discussed priorities and funding options; and

WHEREAS, the Village has already submitted two capital improvement funding items for consideration by the Legislature: The Bal Harbour Village Baker's Haulover Inlet and Jetty Seawall Reconstruction and Resiliency Project and the Bal Harbour Village Stormwater System and Pump Station Improvement Project; and

WHEREAS, the November 21, 2023 Council meeting will serve as an opportunity for the Village Council to discuss its legislative priorities and direct Ron L. Book to focus on these priorities during the 2024 Florida Legislative Session, as well as the earlier requests for capital improvement project funding.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

Section 2. **Implementation.** That upon Council approval of the Legislative Priorities for 2024, the Village Manager is hereby directed to transmit a copy of this Resolution to the Village's Lobbyist Ron L. Book and to take and further action necessary to implement the purpose of the Legislative Agenda and this Resolution.

Section 3. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of November, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND LANSIGHT TECHNOLOGY, LLC FOR FULLY MANAGED INFORMATION TECHNOLOGY SERVICES AT A TOTAL COST NOT TO EXCEED \$171,000.00; APPROVING AN AMENDMENT TO THE FISCAL YEAR 2023-2024 BUDGET IN THE AMOUNT OF \$70,000 TOWARDS THE COST OF THESE SERVICES.

Issue:

Shall the Village Council approve an agreement with Lansight Technology, LLC for the managed information technology services for Bal Harbour Village?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

In August 2023, the IT System Administrator position became vacant. With a short window of time to ensure knowledge transfer, in September 2023, the Village engaged Lansight Technology, LLC to assist the Village during the transition period with day-to-day needs, and to ensure the proper documentation of existing information technology processes and assets. They were tasked with ensuring the knowledge transfer from Village staff and CGA, particularly as it related to major projects already in progress, such as the implementation of software received from the Florida Cybersecurity Grant, the UASI-funded fail over project and the fiscal year 2024 programmed enhancements.

The Village developed a detailed scope of services and an inventory of Village assets, which was shared with prospective IT Managed Service providers. The Village reviewed the proposals from the Town of Miami Lakes RFP 2023-24, as well as a proposal received by the Village from the Mitchell Group Consulting, LLC. As a result of Lansight Technology Inc.'s performance rendering services for the Village over the past three (3) months, as well as their proposal and municipal government experience, I am recommending that the Council award the Managed IT Services contract.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

| | Amount | Account | Account # |
|--|-----------|-----------------------|--------------|
| | \$171,000 | Professional Services | 01-16-503105 |

Sign off:

| Admin. Services Director | Chief Financial Officer | Village Manager |
|--------------------------|-------------------------|-------------------|
| Dolores M. Mejia | Claudia Dixon | Jorge M. Gonzalez |
| | | |

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND LANSIGHT TECHNOLOGY, LLC FOR FULLY MANAGED INFORMATION TECHNOLOGY SERVICES AT A TOTAL COST NOT TO EXCEED \$171,000.00; APPROVING AN AMENDMENT TO THE FISCAL YEAR 2023-2024 BUDGET IN THE AMOUNT OF \$70,000 TOWARDS THE COST OF THESE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In 2014, the Village engaged Calvin Giordano and Associates (CGA) as its Information Technology (IT) Services Consultant. As part of their role, CGA was responsible for the full management of the Village's IT infrastructure, including network administration, systems support and strategic planning. Their staffing plan included an assigned, full-time System Administrator to manage the day-to-day activities, and additional staff to serve as Network Administrator and IT Director on an as needed basis.

In 2019, the Village modified its delivery of IT services by creating a full-time Village position to integrate the assigned System Administrator, and ensure employee and knowledge retention. CGA continued to provide network administration, helpdesk coverage and IT Director services for the Village.

In August 2023, the System Administrator position became vacant and the Village requested back up staffing from CGA during the transition period. At this time, CGA notified the Village that their business model was transitioning away from a managed service provider (MSP) and they would begin helping their municipal clients transition to other service providers.

With a short window of time to ensure knowledge transfer, in September 2023, the Village engaged Lansight Technology, LLC to assist the Village during the transition period with day-to-day needs, and to ensure the proper documentation of existing information technology processes and assets. Most importantly, they were tasked with ensuring the

knowledge transfer from Village staff and CGA, particularly as it related to major projects already in progress, such as the implementation of software received from the Florida Cybersecurity Grant, the UASI-funded fail over project and the fiscal year 2024 programmed enhancements.

At the same time, the Village began its due diligence process to identify and select an IT managed service provider that can help the Village continue to pursue innovation, efficiency and cybersecurity.

Due Diligence Process

The Village surveyed local municipalities through the Miami-Dade City and County Managers Association (MDCCMA) to help identify IT managed service providers (MSPs) experienced in serving municipal government. Based on the responses received, in general, the larger municipalities either have their own fully staffed IT department or they are grandfathered into utilizing Miami-Dade County Information Technology as their service provider. Six (6) municipalities responded that they utilized IT Managed Services, and these included Town of El Portal, Town of Surfside, Indian Creek Village, Town of Golden Beach, Town of Miami Lakes, and the Village of Pinecrest.

| Municipality | IT Managed Service Provider |
|----------------------|------------------------------------|
| Town of El Portal | Complete Care IT |
| Town of Surfside | Calvin Giordano and Associates |
| Indian Creek Village | Next Level Systems |
| Town of Golden Beach | International Data Consultants |
| Village of Pinecrest | International Data Consultants |
| Town of Miami Lakes | Lansight Technology, LLC |

The Village developed a detailed scope of services and an inventory of Village assets, which was shared with prospective IT Managed Service providers. The scope of services and asset inventory are attached for your information (Attachment A). In addition, Michell Consulting Group, LLC was referred to the Village by a member of the Council, and they were also provided with the scope of services and asset inventory so they could develop a quote for services.

In addition, the Village identified that the Town of Miami Lakes (TOML) issued Request for Proposals 2023-24 in June 2023, with five (5) IT Managed Service providers submitting proposals. Of the five (5) respondents, only four (4) providers were deemed responsive.

The Town of Miami Lakes and Bal Harbour Village have similar needs, with the exception that the Village requires IT services to support the police department. The Town of Miami Lakes receives its public safety services from Miami-Dade County, and therefore, are not responsible for police IT. In total, both municipalities have approximately the same number of employees. Moreover, both municipalities utilize the same building permitting software (TrakiT by CentralSquare), as well as a number of other software solutions in support of

municipal services. Both municipalities are participating in the Florida Cybersecurity Grant, and are subject to the Florid Cybersecurity Act’s requirements for cybersecurity training for municipal employees. As a result, their RFP would provide comparable quotes for services.

The TOML appointed evaluation committee reviewed proposals from the following providers:

1. Arisma Group, LLC dba Cendien
2. Lansight Technology, LLC
3. SMX Services and Consulting, Inc.
4. The Methodical Group, LLC

The Evaluation Committee was comprised by Daniel Angel, TOML Building Director; Eric Machado, Village of Palmetto Bay IT Manager; German Cure, TOML Chief Technology and Innovation Officer; and Omar Santos-Baez, TOML Public Works Director. The Evaluation Committee convened on September 21, 2023, and ranked the proposals as follows:

1. Lansight Technology, Inc
2. Arisma Group, LLC
3. SMX Services and Consulting, Inc.
4. The Methodical Group, LLC

The RFP process culminated with the selection of Lansight Technology, LLC at the October 10, 2023 Town of Miami Lakes Council Meeting.

The Village reviewed the proposals from the TOML RFP 2023-24, as well as a proposal received by the Village from the Michell Group Consulting, LLC. Proposers for the TOML RFP provided a technical component and a pricing component. The Michell Group Consulting, LLC provided the same information as part of their quote.

Following is the pricing information for each of the providers:

| IT Managed Service Provider | Annual Cost | Monthly Cost |
|--------------------------------------|--------------------|---------------------|
| Arisma Group, LLC dba Cendien | \$199,680.00 | \$16,640.00 |
| Lansight Technology, LLC | \$171,000.00 | \$14,250.00 |
| SMX Services and Consulting, Inc. | \$716,524.00 | \$59,710.33 |
| The Methodical Group, LLC | \$649,000.00 | \$54,083.33 |
| Michell Group Consulting, LLC | \$294,861.60* | \$24,571.80 |

**Year 1 Cost would also include one-time set up fee and onboarding fee of \$15,230 for a total of \$310,091.60*

The Village budgeted \$91,000 in salaries in the Fiscal Year 2024 Operating Budget, as well as \$10,500 for Professional Services for IT for a total of 101,500. The engagement of a firm for fully Managed IT Services for the Village will require that the Council approve a budget

amendment for IT in the amount of \$70,000. In addition, the Village's IT position will remain vacant.

Lansight Technology, LLC

Lansight Technology, LLC has provided IT Managed Services for Bal Harbour Village since September 1, 2023. Over the last three (3) months, the Lansight Team has been able to provide effective support to end users on day-to-day support requests (i.e., expired passwords, connectivity issues, etc.), as well as continued work on already in progress projects, such as the Florida Cybersecurity grant software implementations, the implementation of Microsoft 365 and the UASI-funded fail over project. Moreover, they have developed an effective working relationship with the staff from CGA, facilitating the documentation of current processes and configurations.

Although the required Village services include support for police, Lansight Technology Inc. offered the Village the same proposal as submitted for Town of Miami Lakes (Attachment B).

Lansight, the top-ranked Proposer for the TOML RFP and the Town of Miami Lakes' incumbent contractor, is a limited liability company with two (2) managing members: Gomez Technology Solutions, LLC. and Lansight Consulting, Inc. Lansight as a company has a combined total of thirty-five (35) years of experience. The Town of Miami Lakes selected Lansight Technology based on their proposal, and how it demonstrated the company's strong understanding of several key developments in the future of the information technology industry, such as Artificial Intelligence ("AI"), mobile work, cloud computing, and cybersecurity. They have served as the Town's IT Managed Services provider for over 10 years.

Lansight's technical proposal for the Village includes:

- Key Staff - Four (4) assigned resources to the Village, including:
 1. Two (2) Helpdesk Technicians -Will serve as tier 1 desktop support and provide audio/visual (AV) coverage. There will be one (1) Helpdesk Technician dedicated on-site during normal business hours (8:30 am to 5pm), and the second Helpdesk Technician working on-site on scheduled days and remotely as necessary.
 2. Network Administrator - Will serve as tier 2 desktop support, tier 1 network administration.
 3. Network Administrator - Will serve as tier 2 network administrator and provide project management and research on IT related projects and IT components of broader Bal Harbour Village projects.

All three roles will have backup resources available to fill in when needed. After hours support will be covered on an as-needed basis.

The remaining Lansight staff members will be accessible to the Village as additional resources to augment skill sets in cases where specific subject matter needs warrant their individual expertise. All of the Village's dedicated resources hold a Criminal Justice Information Service (CJIS) Level 4 certification, as required by the Florida Department of Law Enforcement. In addition, Bismark Canut, Managing Partner, also holds the certification. Lansight is in the process of certifying additional personnel in order to provide additional backup resources to the Village.

- Lansight defines the problem escalation process as follows:
 - Priority status is assigned as (1) All users are currently down and cannot work; (2) VIP user request or one user is completely down and cannot work; (3) All users are degraded. They can work, but not actually at full capacity; (4) One user degraded. A single user can work, but not at full capacity; (5) Minor issues, inquiries or maintenance service; and Special/Low hanging fruit is defined as a request that can be handled quickly (i.e., password reset).
 - Helpdesk Monitoring: Village Hall's phone and email is monitored on-site during normal business hours, with the Lansight Coral Gables-based Help Desk serving as the backup.
- Response times: The average response time is less than 30 minutes.

As a result of Lansight Technology Inc.'s performance rendering services for the Village over the past three (3) months, as well as their proposal and municipal government experience, I am recommending that the Council award the Managed IT Services contract.

Agreement

The proposed agreement with Lansight Technology, LLC provides a three (3) year term, with two additional one-year renewal options, at the sole discretion of the Village.

Important provisions in the agreement include:

- Village's right to request the removal of unsatisfactory personnel as well as approve any key staff assigned to the Village
- Requirement for the contractor to provide the Village with monthly reports on work performed
- Requirement that background checks be conducted on any personnel assigned to the Village and accessing any Village facility
- Requirement that any work conducted be coordinated with the Village in order to minimize disruptions to day-to-day operations.

THE BAL HARBOUR EXPERIENCE

Information technology serves as the primary catalyst for innovation and efficiency throughout the organization. Providing efficient and effective information technology support services to Village departments ensures operational success, and helps meet the standards for stakeholder customer service. Managed information technology services ensures that the Village receives augmented staffing and expertise in a vast array of areas in the technology field.

CONCLUSION

During this period of transition from our on-site information technology support and existing IT consultant, approving an agreement with Lansight Technology, LLC ensures the continuity of business for the Village. Over the last three (3) months, Lansight Technology, LLC has demonstrated the necessary expertise and knowledge to complete the Village's major projects, as well as provide valuable insight on how we can continue to improve our IT infrastructure and services. I, therefore, recommend approval of this resolution.

Attachments:

1. Attachment A - Scope of Services and Asset Inventory
2. Attachment B - Lansight Technology, LLC RFP Response
3. Attachment C - Agreement

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND LANSIGHT TECHNOLOGY, LLC FOR FULLY MANAGED INFORMATION TECHNOLOGY SERVICES AT A TOTAL COST NOT TO EXCEED \$171,000.00; APPROVING AN AMENDMENT TO THE FISCAL YEAR 2023-2024 BUDGET IN THE AMOUNT OF \$70,000 TOWARDS THE COST OF THESE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2014 Bal Harbour Village (“Village”) retained Calvin Giordano and Associates (“CGA”) as the Village’s Information Technology Consultant, which included assigning a full-time System Administrator to manage day-to-day activities and additional staff to serve as Network Administrator and IT Director on an as needed basis; and

WHEREAS, in 2019, the Village modified its delivery of Information Technology (“IT”) services by creating a full-time Village position and continued to utilize the services of CGA to provide network administration, helpdesk coverage and IT Director services; and

WHEREAS, in August 2023 when the System Administrator position became vacant, the Village requested staffing from CGA until a new employee was hired for this post and CGA informed the Village it would no longer operate as the managed service provider of IT Services; and

WHEREAS, in an effort to ensure continuity concerning information technology needs, functions, assets and projects, the Village engaged Lansight Technology LLC to assist the Village during this transitional period while simultaneously searching for an IT managed service provider by surveying other local governments in Miami-Dade County providing the same or similar services and determined that Village has comparable IT needs to the Town of Miami Lakes;

WHEREAS, the Town of Miami Lakes issued Request for Proposals 2023-24 and received responses from five IT Managed Service providers, and selected Lansight Technology LLC to provide fully managed IT Services for the Town; and

WHEREAS, based on similarities in the IT needs of Miami Lakes and the Village, the Village determined that the firms bidding on the Miami Lakes contract would provide comparable quotes for services to the Village and reviewed the proposals submitted to Miami Lakes as well as a proposal from the Michell Group Consulting, LLC; and

WHEREAS, after reviewing these proposals, the Village Manager is recommending the Village Council select Lansight Technology, LLC to provide fully-managed IT Services for the Village in an amount not to exceed \$171,000 for the first year; and

WHEREAS, the Village Council believes it is in the best interest of the Village to contract with Lansight Technology to serve as the IT managed service provider for the Village at a cost not to exceed \$171,000.00 for these services.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreement Approved. That the agreement between the Village and Lansight Technology at a cost not to exceed \$171,000.00 for the first year for fully Managed IT Services for the Village, in substantially the form attached hereto, is hereby approved.

Section 3. Appropriations Approved. That funds in the amount of \$171,000.00 are hereby appropriated for these services.

Section 4. Budget Amendment Approved. That the the 2023-24 budget is hereby amended in the amount of \$70,000.00 towards the cost of these services.

Section 5. Implementation. That the Village Manager is hereby authorized to enter this agreement and take all other actions necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of November, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

The Village is soliciting quotes from qualified and experienced professional information technology firms for Managed Information Technology (“IT”) support services. The successful company (also referred to as “Contractor”) will enable the Village to significantly improve IT effectiveness, enhance its quality of services, minimize down time and support costs, ensure security of data, and maximize return on investment in IT.

SCOPE OF SERVICES

The following summarizes the responsibilities and services to be provided to the Village (includes Village Hall, Police Headquarters, Operations Facility and Parks facility) in the area of information technology (“IT”) support services. The Village’s intention is for the Contractor to provide comprehensive IT support services to the Village, which may require changes in operating procedure and hardware/software support as technology progresses over the course of this contract. The Scope of Services shall not be deemed to be all-inclusive, and changes may be made from time to time, as authorized by the Village Manager or his designee, due to changes in technology or the IT service requirements by the Village.

1. Initial Assessment - The Contractor shall assess the documents listed below and conduct a survey of the Village’s IT inventory and infrastructure to verify the accuracy of the documents.

- a. Hardware Inventory & Primary Responsible Party
- b. ii. Network Diagram

2. General Responsibilities

a. **General Onsite Support & Minimum Staffing Hours** - Contractor shall provide at least one staff member to provide onsite IT support during regular business hours, Monday through Friday from 8:30am to 5:00pm, excluding holidays observed by the Village. This staff member must remain on premises at all times during regular business hours except for an hour break for lunch. Staff member presence must comply with the then-current policy for regular Village staff attendance policy. On-call after hours and weekend support shall be available at all times with a response time for critical issues of no more than 30 minutes. Critical issues include, but are not limited to, down email servers/service, essential application failures, major disruptions in services to the public or other technology disruptions deemed critical by the Village.

b. **After Hour Meetings** - Contractor shall provide onsite IT support for every Village Council meeting, every Committee/Guest meeting and presentation, every Workshop, every Special Council meeting, and every official Village event (nights, weekends, and/or holidays) requiring IT support. Regular Village Council meetings take place generally on the 3rd Tuesday of every month (with some exceptions to accommodate holidays and/or scheduling conflicts), and Budget Committee meetings take place during the budget process (between May and August) on dates agreed to by the Committee. Meeting dates are subject to change. Specific meeting schedules are available on the Village’s website. Contractor shall be responsible for audio and volume control,

coordination of video streaming services with 3rd parties, IT peripherals/devices setup in coordination with Village staff/facilities, and setup for any presentations during these meetings. Contractor's staff member must remain on premises to provide support until the conclusion of each meeting. The Village anticipates approximately thirty (30) after-hour meetings per year.

- c. **Police IT Support** - The Contractor will be responsible for support and maintenance of all Police Department specific computer systems, programs and applications that impact critical department operations, functions and services. The Contractor shall perform overall application system administration activities for the Police Department, such as, installation, upgrades, modifications and data integrity. The Contractor manages the Computer Aided Dispatch and Records Management System environment for the Police Department. The Contractor shall also monitor and maintain the security of Police Department software systems in compliance with Police Department Policies, Criminal Justice Information System (CJIS) requirements and Village IT standards. The Contractor shall be responsible for incorporating technology policy changes mandated by the FBI and CJIS policy and serve as technical subject matter expert for the Police Department for Florida Department of Law Enforcement (FDLE) audits. The Contractor shall ensure that any assigned staff to the department are CJIS certified and authorized to access criminal justice information.
- d. **Village's IT Liaison/Representative/Consultant** - Contractor shall act as the IT subject matter expert and have staff available to attend any meetings as directed by the Village Manager or his/her designee during regular business hours. Adequate notice of meetings will be provided by Village staff to ensure a qualified representative from the Contractor attends such meetings.
- e. **Document Retention** - Act in accordance with Florida's Open Government and Public Records laws regarding electronic document retention. See the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies for reference. Contractor shall assist the Village Clerk with public records requests on an as-needed basis.
- f. **Backup and Maintenance Services** - Contractor must ensure scheduled, preventive maintenance for equipment and data is promptly performed and documented. The Contractor is responsible for ensuring all current back up methods in place are completed on the current Village schedule.
- g. **Emergency Response** - Contractor shall provide emergency technical, communication, and IT support services in the event of emergency situations per the direction of the Village Manager or his/her designee in such situations.
- h. **Telecommunications** - Contractor shall manage all voice communication devices, platforms, and systems. The communications system includes but is not limited to network/security/VoIP for Polycom telecommunication devices, support management of VoIP phones, the voice mail systems and the Village's automated call flow. The Contractor is responsible for providing data to mobile

devices including PDAs, tablets, notebooks, or other devices not specifically identified.

- 3. Network Administration Services** - Scope of activity includes routine monitoring of all Village network equipment including switches, firewalls, routers, and other security devices including the Polycom voice and related devices. The Contractor shall be responsible for primary installation of new equipment and maintenance of printers, network copiers/scanners, etc. Monitor network performance and capacity management services. This activity includes the oversight, supervision, and management of all of the Village's Wi-Fi public hot spots.

 - a. **Server Administration Services** - Manage computer network and associated hardware, software, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services. Management of user log-ins and security.
 - b. **Cybersecurity** - Maintenance of virus detection programs on Village servers, email, and all other Village computers and laptops. Perform security audits as requested and notify Village personnel immediately of suspected breaches of security or intrusion detection.
- 4. Helpdesk, Software & Applications Support** - Perform basic support functions including installing PCs, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications, and identifying and correcting hardware problems and performing advanced troubleshooting. Support all Village mobile devices and applications (PDA, smart phone, iPad, tablets etc.) in coordination with service providers and technical support offered by vendors or manufacturers. Troubleshoot day-to-day IT operations for end users.

 - a. **Software/Third-Party Applications Services**- Scope of activity includes oversight, management, and support of the Village's applications as described in Exhibit B, under Descriptions of Current Software & Hardware. The Contractor may leverage third party application support to facilitate troubleshooting.
- 5. Professional Services and Strategic Planning** - Contractor will be responsible for development of long-term strategic plans (Information Technology Master Plan), Business Continuity/Disaster Recovery (BC/DR) plans, Cybersecurity Plan, solicitations for major IT system purchases, or other professional Information Technology services will be assigned on a as needed basis. Work must be authorized by the Village Manager or his/her designee.
- 6. Additional Services** - The Contractor may be requested to perform additional services from time to time, in which case, the Village will request a Proposal from the Contractor in accordance with applicable provisions of the Contract. Authorization to perform additional services will be given in writing.
- 7. Hurricane or Disaster Services** - The Contractor shall provide Services to the Village on a "first priority" basis in the event of a potential or actual public emergency or

disaster such as a hurricane, tornados, fires or other similar acts or circumstances. The Village will rely on Contractor for the protection and recovery of its IT infrastructure both before and after an emergency or disaster event. Pre-disaster Services shall include but not be limited to:

- a. Assisting in securing and protecting all hardware and software to mitigate any potential adverse impacts.
- b. Backing-up and remotely storing all data.
- c. Post emergency/disaster services shall include but not be limited to:
 - i. Assisting in restoring all hardware and software.
 - ii. Confirming the status of and access to existing data, and restoring any lost data
 - iii. Work with the Program Manager to identify and damage equipment, or software and develop a plan of action to restore, replace or correct such damage, as necessary.
 - iv. Assist in developing any reports required for insurance, FEMA, or others to recover costs.
 - v. Contractor shall provide Emergency Response IT services as specified in the Village's Hurricane Plan.

Description of Village Applications

The following summarizes the Village's applications and their essential functions.

1. **TRAKiT (CRW System)/Community Development Software (Central Square)** - Modular software solution for local government agencies. The system provides a series of built-in reports and query functionality. Additionally, the application provides a dashboard to manage inspections, reviews, and actions in a workspace environment.
 - a. Project TRAK - Management of Planning Applications & Related Development Activities. Module manages the workflow for all types of projects throughout the project lifecycle, starting with the application through the review and approval process.
 - b. PermitTRAK - Permit Management & Inspection Coordination. Module provides a streamlined approach to the permitting process, by tracking workflow for all types of permits from application through finalization.
 - c. CodeTRAK - Management for Code Enforcement & Compliance Activities. Module provides incident and activity management while tracking the workflow for all types of code enforcement activities, from the time a complaint is received through compliance.
 - d. AEC TRAK - Architects, Engineers, & Contractors Database. Module provides instant access to all information associated with architects, engineers, and contractors, including license, primary contact, and insurance information.
 - e. LandTRAK / GIS - Property Data Management. Module has its own comprehensive property record application from which one can look up current parcel activity and information. Parcel data is obtained from the Miami-Dade County Property Appraiser and loaded to LandTRAK through a custom update routine.
 - f. MobileTRAK - Mobile Technology & Laptop Synchronization for Field Access. Module actively allows building inspectors, code enforcement officers, or fire department staff the ability to schedule inspections, enter their results and print out all necessary documentation while in the field using a laptop or PDA for data entry.
 - g. eTRAKiT - Web & Online Access. The public and staff use eTRAKiT to access permit, project, or land information using web-enabled screens and functions. The Village is using this module in their website to track and maintain the following services:
 - i. Permit Status
 - ii. Apply for a Flood Determination Letter
 - iii. Following Plan Review
 - iv. Electronic Plan Review Submittal
 - v. Inspections Information (daily inspections, requests, and cancellations)
 - vi. Contractors
 - vii. Pay Fees
 - viii. Code Cases Information
2. **LASERFICHE** - Laserfiche is a unified solution that manages the Village's documents and records and serves as the Village Clerk's official document management system. The system provides the Village with a Digital Archiving process, comprehensive security, user friendliness, intelligent search, and web access.

3. **Peak Agenda (Granicus)** - Peak Agenda is an electronic solution to create, approve, and track items for upcoming and past Council meetings. The entire process creates an automated Paperless Agenda solution and post agendas, minutes, and meeting actions automatically to the website.
 - a. **Granicus LiveManager** - LiveManager is a service provider through Granicus that hosts and manages the Village's webcasting and streaming media solution. The Village handles the audio volume controls on-site.
4. **Springbrook** - This is the Village's financial management software that maintains the general ledger, budget, and accounts payable functions.
5. **CivicRec** - The software of Parks and Recreation to manage the scheduling of classes and process payments.
6. **Microsoft Outlook / Microsoft 365** - The Office Suite is heavily used throughout the Village. The Village currently has an on-premise Exchange server, and will be transitioning to Office 365 in FY24.
7. **Adobe Products**
 - a. **Acrobat Professional** - Used for fillable PDF documents, conversion of documents from Microsoft products to PDF.
 - b. **Photoshop** - Used for creating Village collateral materials.
8. **AutoCAD** - AutoCAD is primarily used by the Building department for building plans.
9. **KNOWBE4** - Cybersecurity awareness training software for Village employees.
10. **Website** (www.balharbourfl.gov) - The website was designed using WordPress, an open-source content management system (CMS) and website software. The site is hosted by and maintained by Fuseideas.
11. **Wireless Emergency Notification System (WENS)** - Provides the ability to send text alerts to the community with emergency information, as well as other important Village information.
12. **OneSolution (Central Square Technologies)** - This software is the Police Computer Aided Dispatch and Records Management System, as well as mobile field reporting (MFR).

The following is a list of all current Village's systems software and hardware:

1. **Network Infrastructure** - The computer network consists of Cisco and Unifi appliances.
2. **Security** - A Sonicwall Next Generation NSA 2650 and 470 firewall combined with App River Web Filter enforce organizational Internet usage policies through content filtering, application blocking and spyware protection to the network. All workstations have the Carbon Black End- Point Protection and all Servers have Carbon Black for local protection.
3. **Servers** - 13 Windows based servers comprise the processing architecture. All servers are either Windows Server 2012 R2, Windows 2016, or Windows 2019.
4. **Backups, Business Continuity & Disaster Recovery** - Veeam in conjunction with multiple appliances, Quest Cloud Backup solution along with a tape backup solution comprise the Village's backup applications and storage solution.
5. **Group Policy** - Group Policy currently manages network drive mapping, password policy, web browser homepage, and my documents mapping.
6. **Workstations** - The Town's workstations consist of Windows 10 and Windows 11 Professional 64-bit based Dell laptops and desktops. Apple iPads are utilized by the Village Council.
7. **Internet Service Provider** - Hotwire Fiber used as primary internet service provider, with Breezline as the failover.
8. **Electrical / Power** - Tripp Lite Smart Pro UPS backups comprise the power redundancy in the server rooms. Backup generator at Village Hall and the Operations Center provide power redundancy for the entire buildings.
9. **Telecommunications** - Voice over IP system with Polycom VVX400 phones.

EXHIBIT B
Hardware Inventory and Primary Responsible Party

| Network Infrastructure | Primary Responsible Party | |
|--|---------------------------|------------------------|
| | Current Vendor | Other |
| Hotwire Fiber (Primary ISP) Equipment | x | |
| Breezeline (Secondary ISP) Equipment | x | |
| Sonic Wall Next Generation Firewall (+VPN) | x | |
| Veritas Email Archiver | x | |
| AppRiver Web Filter | x | |
| Cisco 1900 | x | |
| Cisco 1800 | x | |
| Cisco SG 300 | x | |
| Ubiquity Unified Access (WIFI) | x | |
| Tripp Lite Smart Pro | x | |
| Tape Storage | x | |
| Dell PowerEdge R610 | x | |
| Polycom VVX400 IP Phones | x | |
| Dell Laptops - Latitude | x | |
| Dell Desktops | x | |
| Printers - various makes and models | x | |
| Scanners - various makes and models | x | |
| Ethernet or Fiber Cable Drops | x | |
| Patch Cable Management / Terminations | x | |
| Desktop / Workstation Deployment & Management | x | |
| Laptop Deployment & Management | x | |
| Smartphone/Tablet Deployment & Management | x | |
| Printer & MFP Deployment & Management | Support | Dex Imaging contract |
| Software Deployment | x | |
| Council Webcast | Support | LiveManager (Granicus) |
| TrackIT | x | |
| Springbrook (Financial Management Software) | x | |
| CivicRec (Parks and Recreation software) | x | |
| Active Directory | x | |
| Laserfiche | x | |
| Carbon Black End Point Protection | x | |
| Office 365 | x | Pending Implementation |
| AutoCAD | x | |
| Microsoft Project Management | x | |
| KNOWBE4 | x | |
| dot.GOV | x | |
| Public Purchase (Procurement) | x | |
| Village Website (and microsities) | Support | Fuseideas |
| Wireless Emergency Network Services (WENS) (Emergency Communications Management) | Support | |
| OneSolution (Police CAD/RMS) | x | |
| File Server | x | |
| DNS | x | |
| DHCP | x | |

| | | |
|---|---|-----------------------|
| Hyber-V Manager | x | |
| Software & Hardware Assessment/Procurement/Deployment | x | On an as needed basis |
| Professional Consulting | x | On an as needed basis |
| Business Continuity | x | On an as needed basis |
| Disaster Recovery | x | On an as needed basis |
| Backups | | |
| Daily Backups & Restore Jobs | x | |
| Telecom | | |
| System Administration | x | |
| Physical Phone Deployment | x | |
| Village Hall and Satellite Locations Surveillance Cameras | | |
| System Support Administration | x | |
| Satellite Locations | | |
| Operations Center | x | |
| New Parks Community Center | x | |
| Police Headquarters | x | |
| Coverage | | |
| Onsite (8:30am - 12:30pm / 1:00pm - 5:00pm) | x | |
| After Hours (Nights & Weekends) | x | |
| Council Meetings (monthly meeting typically 5:30 PM to 10 PM), Village special events and Committees/Guests Presentations (as required) | x | |



LANSIGHT TECHNOLOGY, LLC.

Town of Miami Lakes

Information Technology Services

RFP NO. 2023-24

Price Component

Prepared For:

Town of Miami Lakes
Nathalie Garcia
(305) 364-6100 ext 1166
garcian@miamilakes-fl.gov
6601 Main Street
Miami Lakes, FL 33014

Prepared By:

Lansight Technology
Tony Gomez
(305)445-8897
tony@lansight.com
147 Alhambra Circle
Suite 120
Coral Gables, FL 33134



LANSIGHT TECHNOLOGY, LLC.

1. Price Component
 - a. Form PP – Price Proposal

See Next Page



PRICE PROPOSAL FORM

This Proposal is submitted on behalf of Lansight Technology, LLC, (hereinafter "Proposer")
located at _____
(Name of Proposer)

147 Alhambra Circle, Suite 120, Coral Gables, FL 33134, submitted on 7/12/2023
(Address) (Date)

to furnish all Work as stated in the RFP and Contract Documents for **RFP No. 2023-24 for**

IT Services

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Proposal Form is submitted as part of the Proposer's Proposal submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes.

Proposer has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Proposer acknowledges that the Town will rely on such statements, information, and representations in selecting a Proposer, and hereby grants the Town permission to contact any persons or entities identified in the RFP to independently verify the information provided herein.

No attempt has or will be made by the Proposer to induce any other person or firm to not submit a response to this RFP and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Proposer has had no contact with Town personnel regarding the RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Proposer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Proposer or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Proposer prior to submission of the Submittal, either directly or indirectly, to any other Proposer or competitor.



Proposer is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Proposer must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Proposer agrees, if this Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Proposal Form represents by signing, that he/she is duly authorized to sign on behalf of the Proposer and that all information and documents submitted in response to the RFP are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

PROPOSAL PRICE

Proposer's **TOTAL PROPOSAL AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

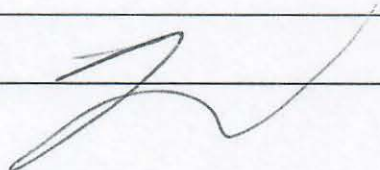
| Line Item | Task/Title | UM | Unit Price | Quantity | Total Price |
|------------------------------|--|--------|------------|----------|-------------|
| 1 | Fixed Rate for General Onsite Support | Weekly | \$ 3,000 | 260 | \$ 780,000 |
| 2 | Fixed Rate for After Hour Meetings Support | EA | \$ 300 | 250 | \$ 75,000 |
| TOTAL PROPOSAL AMOUNT | | | | | \$ 855,000 |

Firm's Name: Lansight Technology, LLC

SSN or Federal ID No.: 82-3543217 Telephone No.: 305-992-0337

E-Mail Address: tony@lansight.com Facsimile No.: 305-445-8897

Town/State/Zip: Coral Gables, FL 33134

Printed Name/Title: Antonio Gomez / Partner Signature: 



ADDITIONAL SERVICES*

| Line Item | Task/Title | UM | Unit Price |
|-----------|-----------------------|--------|------------|
| 1 | Emergency Response | Hourly | \$ 121 |
| 2 | Network Administrator | Hourly | \$ 81 |
| 3 | Helpdesk Technician | Hourly | \$ 41 |
| 4 | | Hourly | \$ |
| 5 | | Hourly | \$ |
| 6 | | Hourly | \$ |
| 7 | | Hourly | \$ |

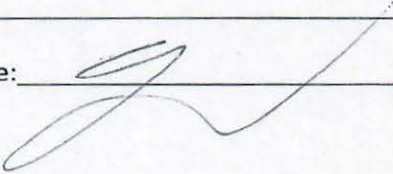
*Rates indicated in the table above shall be used to determine the cost of additional services issued via work order.

Firm's Name: Lansight Technology, LLC

SSN or Federal ID No.: 82-3543217 Telephone No.: 305-992-0337

E-Mail Address: tony@lansight.com Facsimile No.: 305-445-8897

Town/State/Zip: Coral Gables, FL 33134

Printed Name/Title: Antonio Gomez / Partner Signature: 



LANSIGHT TECHNOLOGY, LLC.

Additional Services not Charged by Hour

1. Emergency Alpha / Bravo Coverage (Emergency Support that require 24 hour support (e.g. Hurricanes, Terrorist Acts, etc....))
 - a. Cost: \$1,950 per day.
2. Microsoft 365 Backups (Include Mailbox, OneDrive & SharePoint)
 - a. Cost: \$2.50 per user per month.
3. Enhanced Email Filtering
 - a. Cost: \$4 per user per month.
4. End User Phish Testing & Training
 - a. Cost: \$2 per user per month.
5. Server Backups
 - a. \$100 per server per month.



LANSIGHT TECHNOLOGY, LLC.

Town of Miami Lakes

Information Technology Services

RFP NO. 2023-24

Technical Component

Prepared For:

Town of Miami Lakes
Nathalie Garcia
(305) 364-6100 ext 1166
garcian@miamilakes-fl.gov
6601 Main Street
Miami Lakes, FL 33014

Prepared By:

Lansight Technology
Tony Gomez
(305)445-8897
tony@lansight.com
147 Alhambra Circle
Suite 120
Coral Gables, FL 33134



LANSIGHT TECHNOLOGY, LLC.

1. Company Declaration
 - a. Form CPD – Company Declaration

See Next Page



Company Profile and Declaration

Solicitation Name: IT Services

Solicitation Number: RFP NO. 2023-24

Submitted By: Lansight Technology, LLC
(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)
Antonio Gomez

(Name and Title of Officer Signing the Submittal for the Respondent)

(Contact Name, if different from Officer)
8835 SW 107th Ave, Suite 373

(Street Address)
Miami, FL 33176

(City/State/Zip Code)

tony@lansight.com 305-992-0337
(Email Address) (Phone Number)

Declaration

I, Antonio Gomez hereby declare that I am the

Print Name

Managing Partner of Lansight Technology, LLC

Title

Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

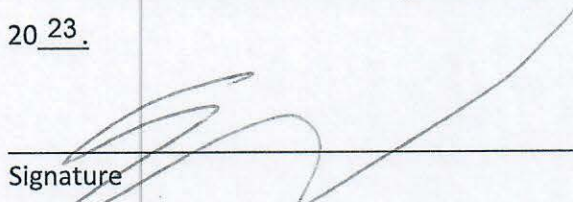
1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami Dade County, State of Florida on 20 23.

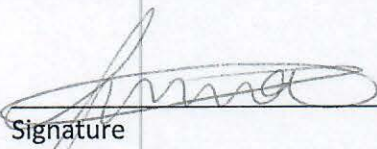


Signature

Antonio Gomez

Print Name

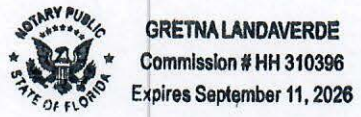
Subscribed and sworn to before me this 11 day of July, 20 23.



Signature

Gretna Landaverde

Print Name



(Notary Seal/Stamp)





LANSIGHT TECHNOLOGY, LLC.

2. Proposal Narrative

a. Narrative (Not to Exceed 1 Page)

Lansight Technology, LLC (Lansight) is an Information Technology (IT) Service provider formed by the merger of IT service providers Gomez Technology Solutions, LLC and Lansight Consulting Inc.

Gomez Technology Solutions and Lansight Consulting have been providing IT services to business and governmental organizations in South Florida, New York, and the Bahamas since 2007 and 2002 respectively. The purpose of the merger was to augment staff as well as to provide employees with enhanced benefits (e.g. health coverage, retirement benefits, life/disability insurance, etc.).

Lansight has continued and built on Gomez Technology Solutions' successful support model of leveraging modern automated and remote management technologies, but not at the expense of a substantial onsite presence. This hybrid approach allows for services to be delivered with the efficiency of modern technology as well as the proficiency of dedicated, on premise personnel.

Lansight will allocate three dedicated resources to the Town of Miami Lakes (TOML) as well as a backup resource for each roll. The fixed resources will include the following:

1. Helpdesk Technician – Will serve as tier 1 desktop support and provide backup Audio/Visual (A/V) coverage.
2. Network Administrator – Will serve as tier 2 desktop support, tier 1 network administration and primary A/V coverage.
3. Network Administrator – Will serve as tier 2 network administrator as well as provide project management and research on IT related projects and IT components of broader TOML projects.

All three roles will have a backup resource available to fill in when needed.

The remaining Lansight staff members will be accessible to TOML as additional resources to augment skill sets in cases where specific subject matter needs warrant their individual expertise.



LANSIGHT TECHNOLOGY, LLC.

3. Qualifications of the Proposer
 - a. Form CQQ – Company Qualifications Questionnaire

See Next Page



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

Five (5)

| a. Professional Licenses/Certifications (include name and license #)* | Issuance Date |
|---|---------------|
| N/A | |
| | |
| | |
| | |

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company: _____

- a. FEIN/EIN Number: 82-3543217
- b. Dept. of Business Professional Regulation Category (DBPR): General / Sales Tax Exempt
 - i. Date Licensed by DBPR: 01/10/2018
 - ii. License Number: 23-8017405952-0
- c. Date registered to conduct business in the State of Florida: 11/10/2017
 - i. Date filed: 11/10/2017
 - ii. Document Number: L17000233526
- d. Primary Office Location: 147 Alhambra Circle, Suite 120, Coral Gables, FL 33134
- e. What is your primary business? Business IT Services
(This answer should be specific)



f. Name and Licenses of any prior companies

| Name of Company | License Name & No. | Issuance Date |
|---------------------------------|----------------------|---------------|
| Gomez Technology Solutions, LLC | DBPR 23-8013723937-2 | 01/02/07 |
| Lansight Consulting, Inc | DBPR 23-8012443130-1 | 08/20/02 |

3. Company Ownership

a. Identify all owners or partners of the company:

| Name | Title | % of ownership |
|---------------------------------|-------|----------------|
| Gomez Technology Solutions, LLC | | 50% |
| Lansight Technology, Inc | | 50% |

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

| Name | Title | Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other) |
|----------------|------------------|---|
| Antonio Gomez | Managing Partner | All |
| Bismarck Canut | Managing Partner | All |



4. Employee Information

- a. Total No. of Employees: 13
- b. Total No. of Managerial/Admin. Employees: 2
- c. Total No. of Trades Employees by Trade (Ex. 20 Systems Analysts; 5 Programmers; 2 Web Developers, etc.):
- Three (3) Network Engineers
- Four (4) Network Administrators
- Five (5) Network Technicians

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided services and provide contact information for reference.

Center for Excellence in Eye Care, Mike Villalonga, mike@centerforeyecare.com

Ibiley Uniforms, Eddy Barea, eddybarea@ibiley.com

South Miami Pain Center, Jessica G. Balboa, jessica@southmiamipainctr.com

Wyndham Rio Mar, Bradaly Quinones, bradaly.quinones@wyndhamriomar.com

Vanguard Cleaning Systems of South Florida, Jose Arriaga, jarriaga@vanguardcleaningsofl.com

6. Insurance Information:

- a. Insurance Carrier name & address:

United States Liability Insurance Group, 1190 Devon Park Drive, Wayne , PA 19087

- b. Insurance Contact Name, telephone, & e-mail:

Elio Alfonso, InsureFirst, elio@insfirst.com

- c. Number of Insurance Claims paid out in last 5 years & value: 0/0



7. Have any lawsuits been file against your company in the past 5 years? Yes No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. Support Services Questionnaire:

- a. Describe below how help desk support is provided:

Town Hall's IT phone and email will be monitored on premise during business hours.

Lansight's Coral Gable's based Service Desk will serve as a backup.



High / VIP service requests and issues will be prioritized.

b. Describe below how help desk support services are documented and tracked:

Support Services are tracked via Lansight's Professional Services Automation solution.

Monthly reports are generated and provided to the Town.

c. When are support services available? (indicate hours from XX:XXAM to XX:XXPM and days of the week)

8:30am to 5:00pm on all standard business days.

After hours support available upon requests.

d. Do you provide a toll-free support number? Yes No

i. If yes, what is the number? _____

e. Describe below how support is provided off hours:

After Hours On Call Technician.

Mobile phone numbers for all dedicated staff will also be provided for urgent matters.

f. Describe below your problem escalation process including (1) initial problem identification (hand-off from help desk); (2) triage for priority and severity of problem; (3) steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory; and (4) final authority regarding conflicts:

Priority Status Assigned as Follows:

1. All users are currently down and cannot work.

2. VIP User Request or one user is completely down and cannot work.



3. All users degraded. They can work, but not at full capacity.

4. One user degraded. A single user can work, but not at full capacity.

5. Minor issues, inquiries or maintenance service.

Special: Low Hanging Fruit, a request that can be handled quickly (e.g. password reset)

g. What is your average response time and service level agreement with customers?

Average response time is less than 30 minutes.

SLA is determined by priority and individual customer agreement.

h. Beyond the scope of this RFP, what services (related or otherwise) does your organization provide that may be of interest to the Town?

Microsoft 365 Backups

Enhanced Email Filtering

End User Phish Testing & Training

Server Backup and Disaster Recovery Services

i. Describe below your understanding of retention policy and public record law with regards to municipal government:

Retention and Public Records Laws are complex. With few exceptions we follow the

assumption that all municipal government data is subject to Sunshine Laws public

record requests. With hard drive storage and modern compression algorithms being

cost effective we recommend keeping everything indefinitely and would rely on the

Town Clerk for direction on any destruction or archival of data.



14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

Lansight Technology has provided IT services to the Town for the past 10+ years. Aside from a zero degree learning curve regarding the Town's technology, operations and culture we believe that the institutional knowledge that we have cultivated in servicing the Town for over a decade is a significant asset to Miami Lakes, it's leaders and it's residents.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: 

7/11/2023

Signature of Authorized Officer

Date

Antonio Gomez

Printed Name



LANSIGHT TECHNOLOGY, LLC.

- b. Form CRL – Client Reference Letter

See Next Page



Vendor Reference Form

Reference #1 (required)

Proposer's Name: Lansight Technology, LLC

Reference's Name: Center for Excellence in Eye Care

Address: 8940 North Kendall Drive, Suite 400-E, Miami, FL 33176

Name of Project: Managed IT Services

Contact Person (Name/Title): Mike Villalonga, Practice Administrator

Contact Telephone #: 305-598-2020 Contact E-Mail Address: mike@centerforeyecare.com

Location of Services: Baptist Hospital Main Campus & West Campus

Initial Contract Value: \$ 60K / Year Final Contract Value: \$ 120K / Year

Is the Contract still active?: Yes No Number of Change Orders: One (1)

Start Date: 08/2020 Completion Date: Still Active

Brief description of the scope of work performed for this reference:

Managed IT Services, Director of IT Services, Network Administration, Desktop Support

FOR OFFICIAL USE ONLY

| | | | |
|------------------------------------|---------------|--------------------------|--------------------------|
| <input type="checkbox"/> Attempt 1 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 2 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 3 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 4 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |



Vendor Reference Form

Reference #3 (required)

Proposer's Name: Lansight Technology, LLC

Reference's Name: One Care Pediatric

Address: 4410 West 16th Ave #47, Hialeah, FL 33012

Name of Project: Managed IT Services

Contact Person (Name/Title): Ryan Vazquez, CFO

Contact Telephone #: 305-728-4856 Contact E-Mail Address: ryon.vazquez@acpediatricdentistry.com

Location of Services: Dade & Broward Counties

Initial Contract Value: \$ 48K / Year Final Contract Value: \$ 85K / Year

Is the Contract still active?: [X] Yes [] No Number of Change Orders: Three (3)

Start Date: 04/2020 Completion Date: Still Active

Brief description of the scope of work performed for this reference:

Managed IT Services, Director of IT Services, Network Administration, Desktop Support

FOR OFFICIAL USE ONLY

| | | | |
|------------------------------------|---------------|--------------------------|--------------------------|
| <input type="checkbox"/> Attempt 1 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 2 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 3 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 4 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |



Vendor Reference Form

Reference #4 (optional)

Proposer's Name: Lansight Technology, LLC

Reference's Name: Boyne Capital Management

Address: 3350 Virginia St, Coconut Grove, FL Suite 400

Name of Project: Managed IT Services

Contact Person (Name/Title): Valerie Barrett, Controller & VP

Contact Telephone #: 305-856-9500 ext 2241 Contact E-Mail Address: vbarrett@boynecapital.com

Location of Services: Coconut Grove

Initial Contract Value: \$ 10K / Year Final Contract Value: \$ 77K / Year

Is the Contract still active?: Yes No Number of Change Orders: Four (4)

Start Date: 07/2010 Completion Date: Still Active

Brief description of the scope of work performed for this reference:

Managed IT Services, Director of IT Services, Network Administration, Desktop Support

| FOR OFFICIAL USE ONLY | | | |
|------------------------------------|---------------|--------------------------|--------------------------|
| <input type="checkbox"/> Attempt 1 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 2 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 3 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 4 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |



Vendor Reference Form

Reference #5 (optional)

Proposer's Name: Lansight Technology, LLC

Reference's Name: JMF Consulting, LLC

Address: 3105 NW 107th Ave, Suite 606, Doral, FL 33172

Name of Project: Managed IT Services

Contact Person (Name/Title): Antonio Franco, CFO

Contact Telephone #: 305-364-5654 Contact E-Mail Address: afranco@jmfca.com

Location of Services: Doral, FL

Initial Contract Value: \$ 45K / Year Final Contract Value: \$ 45K / Year

Is the Contract still active?: Yes No Number of Change Orders: None

Start Date: 03/2019 Completion Date: Active

Brief description of the scope of work performed for this reference:
Managed IT Services, Director of IT Services, Network Administration, Desktop Support

FOR OFFICIAL USE ONLY

| | | | |
|------------------------------------|---------------|--------------------------|--------------------------|
| <input type="checkbox"/> Attempt 1 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 2 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 3 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |
| <input type="checkbox"/> Attempt 4 | _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Time and Date | Message Left | Verified |



LANSIGHT TECHNOLOGY, LLC.

c. Copy of Business Licenses

See Next Page

006436

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



7305723

BUSINESS NAME/LOCATION

LANSIGHT TECHNOLOGY LLC
147 ALHAMBRA CIR STE 210
CORAL GABLES FL 33134-4530

RECEIPT NO.

RENEWAL
7596108

EXPIRES

SEPTEMBER 30, 2023

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

LANSIGHT TECHNOLOGY LLC
C/O BISMARCK CANUT

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 08/23/2022

INT-22-395545

Employee(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



CITY OF CORAL GABLES, FLORIDA

LOCAL BUSINESS TAX RECEIPT

**ANNUAL FIRE INSPECTION FEE RECEIPT
THIS IS NOT A BILL-DO NOT PAY**

CUST. NO. 243848
RECEIPT NO.
BT-0025017461

2022-2023

BUSINESS NAME: LANSIGHT THECHNOLOGY LLC
DBA NAME: LANSIGHT THECHNOLOGY LLC

LOCATION: 147 ALHAMBRA CIR
120

AMOUNT PAID: \$ 464.15

CLASSIFICATION:

- 1 Data Processing, Hosting & Com
- 2
- 3
- 4
- 5
- 6

NO. OF UNITS
4

UNIT DESCRIPTION
PERSONS

SQUARE FOOTAGE OF SPACE: 371

BUSINESS TAX RECPT RENEWAL

**VALID ONLY AT LOCATION ABOVE.
RECEIPT EXPIRES 09/30/2023**

**** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval ****



LANSIGHT TECHNOLOGY, LLC.

- d. Copy of State Corporate Certificate / Proof of Authorization to Conduct Business in Florida

See Next Page

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L17000233526
FILED 8:00 AM
November 10, 2017
Sec. Of State
ccave

Article I

The name of the Limited Liability Company is:
LANSIGHT TECHNOLOGY, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
8835 S.W. 107TH AVENUE
SUITE 373
MIAMI, FL. 33176

The mailing address of the Limited Liability Company is:
8835 S.W. 107TH AVENUE
SUITE 373
MIAMI, FL. US 33176

Article III

Other provisions, if any:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
BISMARCK CANUT
8835 S.W. 107TH AVENUE
SUITE 373
MIAMI, FL. 33176

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: BISMARCK CANUT

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR
LANSIGHT CONSULTING, INC.
6821 S.W. 147TH AVENUE, SUITE 4C
MIAMI, FL. 33193 US

Title: MGR
GOMEZ TECHNOLOGY SOLUTIONS, LLC
6800 S.W. 40TH STREET, SUITE 226
MIAMI, FL. 33155 US

L17000233526
FILED 8:00 AM
November 10, 2017
Sec. Of State
ccave

Article VI

The effective date for this Limited Liability Company shall be:

01/01/2018

Signature of member or an authorized representative

Electronic Signature: BISMARCK CANUT

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L17000233526

Entity Name: LANSIGHT TECHNOLOGY, LLC

Current Principal Place of Business:

147 ALHAMBRA CIRCLE
SUITE 120
CORAL GABLES, FL 33134

Current Mailing Address:

147 ALHAMBRA CIRCLE
SUITE 120
CORAL GABLES, FL 33134 US

FEI Number: 82-3543217

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CANUT, BISMARCK
8835 S.W. 107TH AVENUE
SUITE 373
MIAMI, FL 33176 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER
Name LANSIGHT CONSULTING, INC.
Address 8835 SW 107 AVE
 #373
City-State-Zip: MIAMI FL 33176-1411

Title MGR
Name GOMEZ TECHNOLOGY SOLUTIONS,
 LLC
Address 6800 S.W. 40TH STREET, SUITE 226
City-State-Zip: MIAMI FL 33155

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BISMARCK CANUT

PARTNER

01/31/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L06000116023
FILED 8:00 AM
December 05, 2006
Sec. Of State
mthomas

Article I

The name of the Limited Liability Company is:
GOMEZ TECHNOLOGY SOLUTIONS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
3000 CORAL WAY
613
MIAMI, FL. US 33145

The mailing address of the Limited Liability Company is:
3000 CORAL WAY
613
MIAMI, FL. US 33145

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
ANTONIO GOMEZ
3000 CORAL WAY
613
MIAMI, FL. 33145

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ANTONIO GOMEZ

Article V

The name and address of managing members/managers are:

Title: MGR
ANTONIO GOMEZ
3000 CORAL WAY #613
MIAMI, FL. 33145 US

L06000116023
FILED 8:00 AM
December 05, 2006
Sec. Of State
mthomas

Article VI

The effective date for this Limited Liability Company shall be:

01/01/2007

Signature of member or an authorized representative of a member

Signature: ANTONIO GOMEZ

**Electronic Articles of Incorporation
For**

P02000088463
FILED
August 15, 2002
Sec. Of State

LANSIGHT CONSULTING INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

LANSIGHT CONSULTING INC.

Article II

The principal place of business address:

11031 SW 138 AVE
MIAMI, FL. 33186

The mailing address of the corporation is:

11031 SW 138 AVE
MIAMI, FL. 33186

Article III

The purpose for which this corporation is organized is:

A CORPORATION FOR THE PURPOSE OF PROVIDING NETWORK CONSULTING SERVICES; INCLUDING BUT NOT LIMITED TO, COMPUTER REPAIR, DIAGNOSTIC, TROUBLESHOOTING, MAINTENANCE, SECURITY, AND HARDWARE FOR COMPUTER NETWORKS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

BISMARCK CANUT
11031 SW 138 AVE
MIAMI, FL. 33186



LANSIGHT TECHNOLOGY, LLC.

4. Qualifications of the IT Service Team
 - a. Form KS – Proposer's Team and Key Staff

See Next Page



Proposer's Team & Key Staff
Key Staff Table

1. Proposer shall complete the following chart with its proposed Key Staff. If additional space is required, use a duplicate page and attach to this form.

| Name | Role | Name of Firm | Area of Expertise | Licenses/Certifications | Years of Experience | Years with Firm | Years in this Role |
|----------------|-----------------------|--------------|----------------------|-------------------------|---------------------|-----------------|--------------------|
| Donald Piquion | Network Administrator | Lansight | Networking, Security | Cisco, Sophos, M365 | 20 | 9 | 9 |
| Diego Almagro | Helpdesk Technician | Lansight | Desktop Support | AA - Information Tech. | 2 | 1 | 1 |
| Tony Gomez | Project Manager | Lansight | Project Management | BS - Computer Science | 24 | 16 | 16 |
| | | | | | | | |
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Subcontractors (if applicable)

| Name | Role | Name of Firm | Area of Expertise | Licenses/Certifications | Years of Experience | Years with Firm | Years in this Role |
|------|------|--------------|-------------------|-------------------------|---------------------|-----------------|--------------------|
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2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

Bismarck Canut, Managing Partner, Lansight Technology, 25 Years of Experience (Tony Gomez Substitute)

Danny Lorente, Service Manager, Lansight Technology, 15 Years of Experience (Donald Piquion Substitute)

Alex Gonzalez, Network Technician, Lansight Technology, 3 Years of Experience (Diego Almagro Substitute)

3. As an attachment to this Form, Proposer must provide one-page resumés for each individual listed under item #1 above. Proposer must also include any relevant copies of licenses/certifications each individual possesses.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By:

Signature of Authorized Officer

Antonio Gomez

Printed Name

2/11/21

Date



LANSIGHT TECHNOLOGY, LLC.

- b. Resume of Project Manager (Not to Exceed 1 Page)

See Next Page

TONY GOMEZ

6551 SW 53 Terr • Miami, Florida 33145 • Phone 305-992-0337 • Email: tony@lansight.com

EXPERIENCE

Lansight Technology, LLC (formerly Gomez Technology Solutions, LLC) Miami, FL 2007 - Present
Managing Partner

- Currently operating an Information Technology Consulting Firm Catering to Small and Medium Sized Businesses in the South Florida Region.
- Manage the implementation and continuous management of the following services for Lansight clients:
 - Network design, administration, and security.
 - Email systems administration and maintenance.
 - Database administration.
 - Backup and business continuity.
 - Desktop and end-user support.
 - Remote network access.
 - Data, voice and wireless systems maintenance and administration.

Shula's Steak Houses, LLLP, Miami Lakes, FL 2003 - 2006
Director of Technology

- Responsible for all technology processes and systems at Shula's Steak Houses, LLLP (SSH)
- Responsible for managing workload, project distribution and project execution of SSH IT staff and technology related consultants contracted by SSH
- Manage and maintain SSH Corporate Office Windows 2003 LAN. The SSH Network consist of: 6 servers, a domain controller, file and printer server also running Symantec Enterprise AntiVirus Software, a Checkpoint Firewall Server protecting the network and managing VPN access for SSH employees, a Lotus Domino Email, Blackberry Enterprise and Application Server, a Lotus Domino Web Server hosting the restaurant personnel web portal, an IIS Web Server hosting a financial web application, QuickBooks Enterprise and Microsoft SQL Server, a server dedicated to backing up network data utilizing Veritas backup software and running MailMarshal SPAM Filter, network also included a wireless AP, an FTP Server, network resource monitoring software, approximately two dozen corporate user desktops and laptops and a dozen Blackberry devices
- Designed, developed and implemented a financial web application used by SSH's 26+ restaurant locations to report daily financial information. Subsequently, this financial data was used to generate 20+ business intelligence reports available to SSH's management, accounting and operations teams. The application was built utilizing C#, ASP.NET, JavaScript, HTML, SQL Stored Procedures and Microsoft SQL Server.
- Responsible for maximizing the web as a business development tool
- Responsible for maintaining DonShula.com, which included maintaining a dynamic news room, streaming video interface, loyalty club section complete with sports related contest and an online store used to sell restaurant gift cards and Shula's memorabilia
- Oversaw the successful design, development and launch of DonShula.com to leverage new web technologies such as Flash and Streaming Video to align with SSH's web marketing goals
- Designed and developed a project plan for the re-launch of ShulaSteaksToGo.com to leverage SEO, online advertising and an affiliate program to sell Shula Steaks online
- Oversaw the re-design and development of TeamShula.com which is a web portal implemented to provide restaurant personnel with standard operating procedures, recipes, marketing resources and other pertinent SSH resources
- Create and manage Technology Department annual budget
- Perform search for new technology tools and processes and identify if and how they could benefit SSH
- Maintain all Technology Department documentation. Including network diagram, hardware inventory and support records

EDUCATION

Florida International University
Bachelors of Science in Computer Science

1995 - 2001



LANSIGHT TECHNOLOGY, LLC.

- c. Two (2) Reference Letters for Project Manager

See Next Page

Ms. Nathalie Garcia
(305) 364-6100 ext 1166
garcian@miamilakes-fl.gov
6601 Main Street
Miami Lakes, FL 33014

Subject: Reference Letter for Tony Gomez and Lansight Technology

Dear Ms. Nathalie,

I am writing this letter to provide a strong recommendation for Tony Gomez and his IT service company, Lansight Technology, for the IT contract servicing the Town of Miami Lakes I have had the pleasure of knowing Tony since our college years, and our professional relationship has extended well beyond that. As a personal friend and as a partner at Sanchez & Vadillo Law Firm, I have had the opportunity to witness Tony's exceptional IT expertise and the quality of services provided by Lansight Technology.

Over the past decade, Lansight Technology has been responsible for managing the IT services for Sanchez & Vadillo Law Firm. Throughout this period, Tony and his team have consistently exhibited a high level of professionalism, technical proficiency, and dedication to meeting our firm's IT needs. Their commitment to delivering outstanding results and their proactive approach to problem-solving have made them an invaluable asset to our organization.

Tony's extensive knowledge of IT systems, coupled with his ability to stay abreast of the latest industry trends, has allowed Lansight Technology to provide us with innovative and tailored IT solutions. Tony and his team have successfully implemented and maintained our network infrastructure, ensuring seamless connectivity, data security, and efficient operations. Their proactive monitoring and timely response to any IT issues have minimized downtime and disruptions, enabling our firm to operate smoothly and effectively.

In addition to their technical expertise, Tony and his team have consistently demonstrated exceptional customer service. They have shown a deep understanding of our specific IT requirements and have consistently provided us with personalized support and guidance. Whether it is addressing urgent IT concerns or providing strategic advice on system upgrades and expansions, Lansight Technology has consistently delivered beyond our expectations.

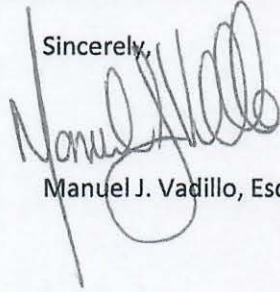
I have found Tony to be a reliable and trustworthy professional who consistently prioritizes client satisfaction. His strong leadership skills and effective communication have allowed him to build a highly competent and responsive team. Lansight Technology's dedication to maintaining strong client relationships is evident in their consistent delivery of high-quality services, prompt response times, and their willingness to go the extra mile to meet our evolving IT needs.



Based on my personal and professional experiences with Tony and Lansight Technology, I have no hesitation in recommending them for the IT contract with the Town of Miami Lakes. Their technical expertise, commitment to excellence, and track record of successful IT service delivery make them an ideal partner for fulfilling the Town's IT requirements. I am confident that Tony and his team will bring the same level of professionalism, efficiency, and innovation to the Town as they have demonstrated with Sanchez & Vadillo Law Firm.

Should you require any additional information or have any specific inquiries regarding Tony Gomez and Lansight Technology, please do not hesitate to contact me at mjvadillo@svlawus.com or 305-436-1410.

Sincerely,

A handwritten signature in black ink, appearing to read 'Manuel J. Vadillo', written over a circular stamp or mark.

Manuel J. Vadillo, Esq.

Foundation for Human Rights in Cuba

1312 SW 27th Avenue, 3rd Floor
Miami, FL 33145

Phone: 305-390-2786 Fax: 305-428-2798

E-Mail: info@fhrcuba.org Web: www.fhrcuba.org

8/23/2018

To the Town of Miami Lakes,


It's my pleasure to provide this letter of recommendation for Tony Gomez. As a Director of both The Foundation for Human Rights in Cuba (FHRC) and the Cuban American National Foundation (CANF) I've worked closely with him over the past ten years on numerous IT related projects. Tony has been excellent at managing the computer networks for both organizations as well as serving as our technical subject matter expert on several projects. On a personal level, he's is a consciences person of the utmost integrity.

Tony brings great value to FHRC as well as CANF. Both foundations are Non-Governmental Organizations (NGOs) and Tony understands the stringent security, procurement and auditing requirements for both. Not only does he and his team provide stellar service and maintenance, but his contribution on technical aspects of broader projects is very valuable. Tony has a very strong grasp of technology.

Furthermore, Tony has proven himself to be a strong cultural fit. He's always ready to lend a helping hand and contributes in any way possible. On multiple occasions he has generously contributed of his free time and was named an Associate Director of CANF.

In closing, I'd like to restate my strong support for Tony. Please feel free to contact me at (305) 522-0855 or tony@costafarms.com with any other questions. Thank you for your time.

Sincerely,



Tony Costa

President, FHRC



LANSIGHT TECHNOLOGY, LLC.

- d. Resumes for Each Person Specified in Form KS (Not to Exceed 1 Page per Resume)

See Next Page

Donald S. Piquion

Dania Beach, FL • (954) 274-0557

donaldpiquion@outlook.com

<http://www.linkedin.com/in/donald-piquion-4a089ba3>

OBJECTIVE

Results-driven role managing the Information Technology Support Services of innovative organizations to increase Network & Systems Safety, Telecommunications, and broaden Information System operational initiatives.

CERTIFICATIONS & QUALIFICATIONS

- Cisco CCNA Certification
- CompTIA Network+ Certification
- CompTIA A+ Certification
- Sophos Certified Engineer
- Sophos Certified Architect
- Microsoft Office 365 Admin
- Cisco CUCM/ CME/ CUC
- Meraki Cloud Controlled Wi-Fi
- Barracuda Email/ Web Filters

ADMINISTRATIVE EXPERIENCE

LANSIGHT TECHNOLOGY

Network Administrator

December 2014 - Present

- Vendor-Employee of the Year (2022) – Town of Miami Lakes – <https://tinyurl.com/2cwhzn7t>
- Manage technology operations for several public and private sector organizations throughout the southeast US and the Caribbean. Operations are, but not limited to: hardware and server support, network engineering and administration, backup and disaster recovery, and threat mitigation.
- Provide Tier 2 / Escalation support for the Lansight Helpdesk team and field service technicians.

LEHMAN AUTO WORLD, INC.

Director of Information Technology

January 2014 – August 2014

- Directed team of 3 IT Staff members, including ongoing scheduling, bi-annual evaluations, and participating in hiring committees to broaden IT Administration across entire location.
- Spearheaded contacts with external vendors regarding quotes, bidding, and contracts, resulting in cost savings of 15% across IT implemented initiatives.
- Oversaw the IT advisement of Vice President regarding systems maintenance, employee usage statistics, ticket request submissions, and budgetary alignment.

Systems Administrator

June 2006- January 2014

- Directed the administration of all network and computer infrastructure for 120+ employees.
- Leveraged 10 key contacts for hosted management systems and leased technical equipment.
- Advanced Information Systems usage and ease by ongoing training with employees across Sales, Finance, Accounting, and Human Resource departments and staff.

EDUCATION

Florida International University

College of Engineering & Computing (C.E.C.)

- Bachelor of Science (B.S), Electrical & Electronics Engineering

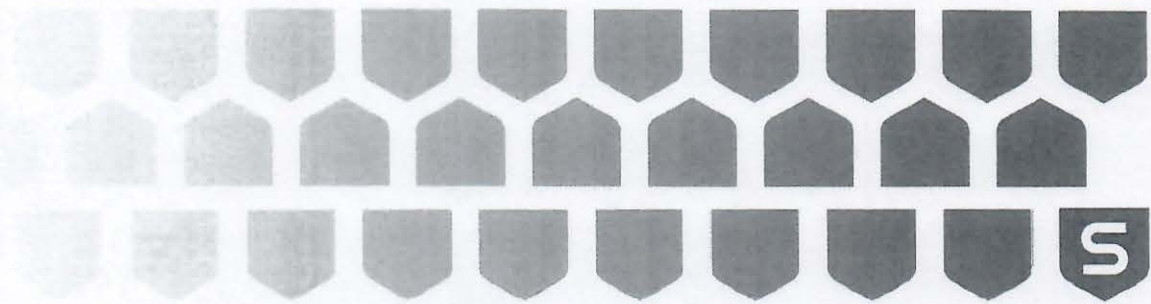
December 2000

Sheridan Technical College

Information Technology Program

- Diploma, Network Support Services (CISCO)

October 2016



Certificate of Achievement

Donald Piquion

has successfully completed the following course
AT80 - Sophos Firewall v19.5 - Architect

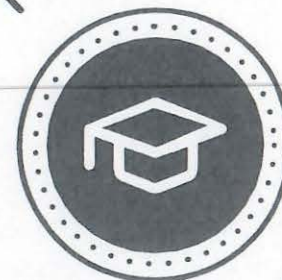
Completed on:
Mar 30, 2023

Content hours:
14.75

Kris Hagerman, Sophos CEO

SOPHOS
Cybersecurity delivered.

Certificate of Achievement



Donald Piquion

has successfully completed the following course

ET01 - Sophos Central Overview - Engineer

Jan 18, 2023

1.75 content hours

A handwritten signature in blue ink, appearing to read 'Kris Hagerman', positioned above a horizontal line.

Kris Hagerman, Sophos CEO

SOPHOS
Cybersecurity evolved.

Donald Piquion

has successfully completed the requirements to be recognized as



COMP001020760717

CANDIDATE ID

August 11, 2021

CERTIFICATION DATE

August 11, 2021

RENEWAL DATE

August 11, 2024

EXPIRATION DATE

A handwritten signature in black ink, appearing to read 'TThibodeaux'.

TODD THIBODEAUX, PRESIDENT & CEO

Code: 4SZYLQ4DVCR4292V

Verify at: <http://verify.CompTIA.org>

DIEGO ALMAGRO

HELPDESK SUPPORT

P 786 3939902

E diego@lansight.com

L [linkedin.com/in/diego-almagro/](https://www.linkedin.com/in/diego-almagro/)

F Diego Almagro

PROFILE

As an IT professional, I bring a wealth of experience in effectively working within teams to achieve organizational goals. With a customer-centric mindset, I prioritize providing exceptional service and support to end-users, ensuring their technological needs are met with efficiency and professionalism. Committed to staying ahead of the curve, I embrace the ever-evolving landscape of technology, eagerly adapting to new advancements and continuously seeking opportunities to expand my skill set.

EXPERIENCE

Helpdesk Support at Lansight Abril 2022 to present.

As an IT helpdesk support specialist for the Town of Miami Lakes, my primary responsibility is to provide efficient technical support to employees. I assist them with hardware and software issues, troubleshoot problems, and promptly resolve any technical difficulties they encounter.

IT Intern at Compulab December 2021 to Abril 2022

I was responsible for ensuring proper configuration and setup of hardware and software, as well as installing and supporting software tools to optimize productivity for remote work. I also handled the installation of new hardware components and performed troubleshooting of network connectivity and software issues through phone support or remote-control software.

Property Manager at Public Storage December 2012 to December 2021

I served as the initial point of contact for customer service concerns, effectively resolving issues over the phone or email. I was responsible for monitoring and troubleshooting computer hardware, peripherals, and standard software programs. Utilizing my industry knowledge, I played a role in driving the business forward, promoting productivity, flexibility, and exceptional customer service

EDUCATION

Miami Dade College
Miami, Florida

**Associate in science computer
information technology with Highest
Honors**

KEY SKILLS

- CUSTOMER SERVICE
- OFFICE 365 MANAGEMENT
- ACTIVE DIRECTORY USER
MANAGEMENT
- MULTI- TASK
- TEAMWORK

TECHNICAL & COMPUTER SKILLS

- OPERATING SYSTEMS:
WINDOWS 11, 10, MAC OS,
WINDOWS SERVERS
- NETWORKING: LAN, WAN, WIFI,
TCP/IP, VPN, DHCP, DNS, DMZ
- NETWORK SECURITY: SOPHOS
FIREWALL, SOPHOS AV
- CLOUD COMPUTING
- DESKTOP / REMOTE APPS:
MICROSOFT 365, ZOOM, SKYPE ,
TEAMS

B I S M A R C K C A N U T

10530 SW 96 TERR., Miami, FL. 33176

Telephone:(786) 486-6771
E-mail: bismarck@lansight.com

SYSTEMS ADMINISTRATOR

PROFILE

Seasoned IT professional with over 15 years of Network Management Experience.

Proven understanding in developing and implementing network systems, control and operating procedures to reduce costs, maximize productivity and improve the operating efficiency of an organization's IT sector.

Highly motivated with the ability to accomplish multiple simultaneous tasks within time and budgetary constraints.

EXPERIENCE

08/2002 – Present Lansight Consulting, Inc. Miami, FL

Managing Partner

Provided outsourced IT services to over 500 businesses during the past 12 years. Handled server and workstation implementations, issues, and maintenance functions involving a wide range of hardware and software in diverse industry settings.

Responsible for all aspects of office operations; including working with clients and vendors, developing short and long-term plans consistent with overall profit and growth objectives, preparing and monitoring budgets, and managing human resources including hiring, training, and scheduling personnel.

Give presentations and instructional seminars covering new system configurations and future network purchase objectives.

03/2000 – 08/2002 CDI America, Inc. Miami, FL

Director of Information Systems

Handled all IT forecasts and budgets for local division and corporate headquarters located in Sao Paulo, Brazil.

Originally hired as Project Manager responsible for the planning, deployment, and maintenance of a 300 user LAN.

Led team of experienced professionals in the purchasing, installation, and operation of new networking systems within our office structure.

Directed the creation policy and new system product codes used by the company both in our Miami location, and our Sao Paulo headquarters.

Supervised and directed the upgrading of office management software to better serve the growing needs of our company in all divisions, including software created by Computer Associates, and Accpac software designed to meet particular division needs.

03/1998 - 03/2000 New Software and Miami, FL
 Computing Services, Inc.

Owner/Systems Administrator

Worked directly with heads of IT departments for mid-sized companies to create LAN structures, and design computing system architectures.

Gained further field technician experience in cabling LANs, and custom building and troubleshooting network PCs and workstations.

Directed all financial and customer related responsibilities associated with the company.

EDUCATION

Completed Fall 2002 Florida Int. University Miami, FL

Bachelor's degree in Management Information Systems from the School of Business

PROFILE

Experienced professional in all areas of outsourced IT solutions, including network administration, desktop support and disaster recovery services.

EMPLOYMENT

Gomez Technology Solutions / Lansight Technology, LLC, Miami, FL 03/08-Present
Network Administrator

- Configure and setup firewalls, vpn concentrators and security appliances for access to vital business applications.
- Design, setup and configure complex wireless networking that supports open or secured access and the ability to support voice and video applications.
- Maintain a thorough understanding of local area networking.
- Assist in the design of multi-server environments including ip address schemes, dns, wins, etc.
- Configuring and installing client and server network software for upgrading and maintaining network and voip-based telecommunication systems.
- Maintaining multi-site network operations and software applications, operating systems and regular maintenance.
- Managing assigned projects and program components to deliver services in accordance with established objectives.
- Responding to inquiries from staff, administrators, service providers, site personnel and outside vendors to provide technical assistance and support.
- Supervising the administration of systems and servers related network to ensure availability of services to authorized users.
- Troubleshooting malfunctions of network hardware and software applications, telephones and security systems to resolve operational issues and restore services.
- Responsible for data network disaster recovery planning and implementation.
- Maintain a thorough understanding of the basics behind the Internet and its workings [dns, security, ip routing, http, vpn, email routing, spam, etc].

RDR Security, LLC, Miami, FL 01/07-Present
Managing Member

- Perform installation of camera security systems at homes and business
- Set up and maintain DVR and service clients on an on-going basis
- Responsible for sales, inventory management and oversee all operations.

Tropical International, Miami, FL 01/05-01/06
Route Manager

- Responsible for sale of batteries to new and existing clients.
 - Performed daily inventory of batteries and reconciliation to sales log.
 - Other tasks performed as assigned in warehouse or main office.
-

EDUCATION

Miami Dade College, Miami, FL 03/06-05/08
Associates in Science
Major: Networking Services Technology

Coral Gables Senior High School, Coral Gables, FL 09/98-06/01
High School Diploma

Alexander M. Gonzalez

Miami, FL 33126 | (786) - 812 - 1888 | Alexandergonzalez56.ag@gmail.com

Food service worker with 9 years of experience in service and 2 years experience in IT. Faithfully adheres to the highest standards of safety, quality, and customer service. Pursuing to leverage my knowledge and experience to effectively perform a management position at your enterprise.

PROFESSIONAL EXPERIENCE

Lansight Technology

Miami, FL

Help Desk Technician

April 2022-Current

- Complete Technician-level tasks and responsibilities managing an average workload of 10-15 tickets per day.
- Create, update, and manage tickets in the PSA system.
- Provide remote support to clients via phone, email, and RMM tools, handling an average of 15 calls per day.
- Maintain documentation related to technical support activities.
- Offer user guidance for software and hardware issues.
- Handle password resets, login assistance, and troubleshoot related issues.
- Perform software installations, updates, and upgrades to ensure system functionality.
- Conduct remote hardware diagnosis and troubleshooting for efficient problem resolution.
- Troubleshoot and install printers, ensuring proper functionality.
- Respond to ISP outages as part of the overall team plan, collaborating to minimize downtime.
- Demonstrate exceptional customer service skills in all interactions.

SHIFT4SHOP

Miami, FL

Technical Support

November 2020-April 2022

- Assisted 25+ merchants through calls, chats, and tickets daily.
- Navigated clients in choosing the right payment gateway to comply with legal regulations.
- Rectified any errors merchants encounter on the platform.
- Aided merchants with variety of tools to increase sales.
- Assisted with API configurations to integrate with multiple applications.
- Managed DNS settings for domains

CALIFORNIA PIZZA KITCHEN

Miami, FL

Lead Shift Server

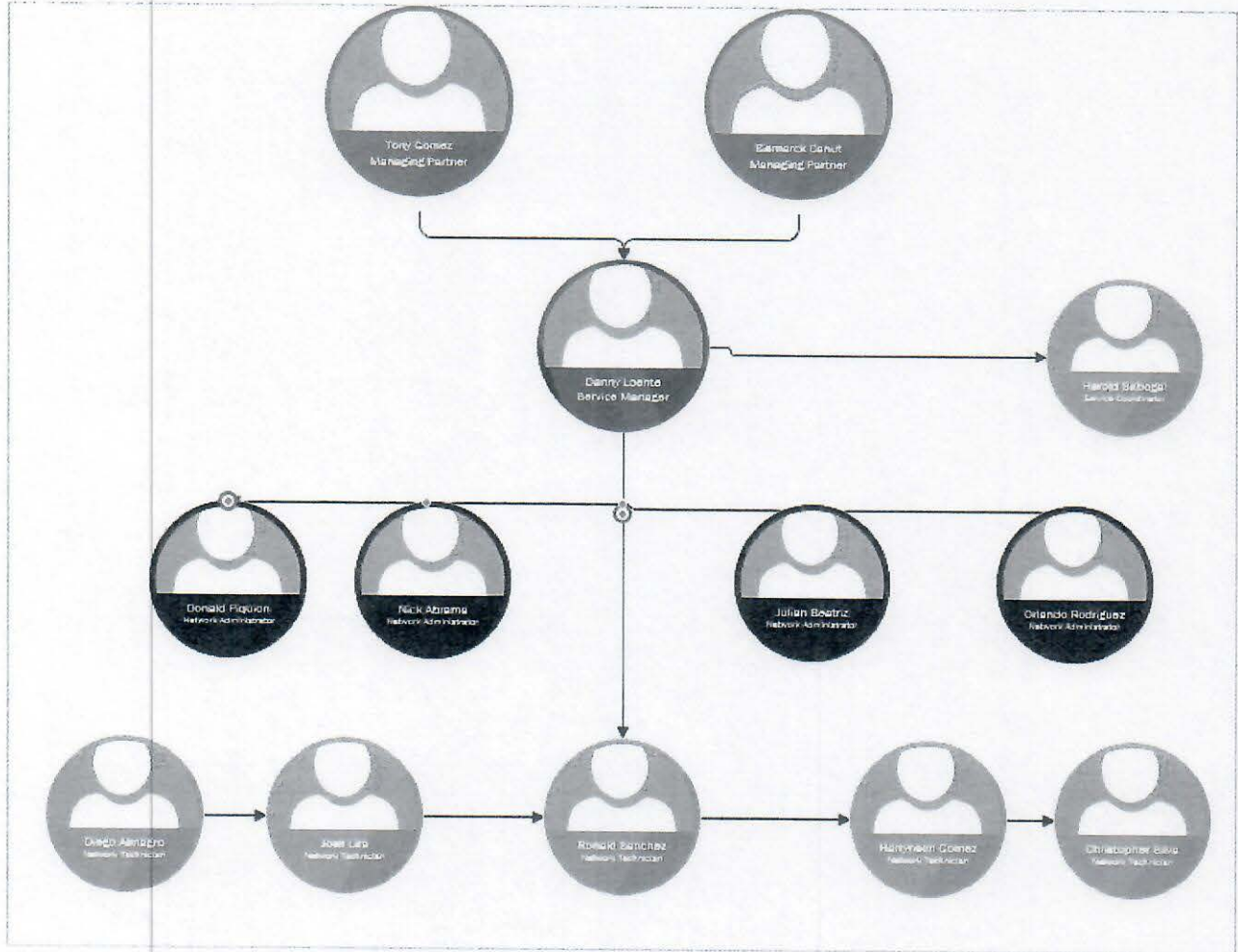
December 2013-March 2020

- Led Training for 40+ new hires.
- Prepared and received 70+ orders for restaurant inventory and maintenance.
- Closed restaurant and accounted finances for the day
- Supported in technical operations including printer, email, and sound system.



LANSIGHT TECHNOLOGY, LLC.

e. Table of Organization





LANSIGHT TECHNOLOGY, LLC.

5. Methodology and Approach to Providing Services
 - a. Understanding of IT Industry (Not to Exceed 2 Pages)

The key trends in the current IT industry revolve around AI, mobile work, the Metaverse and of course, Cybersecurity. The previous trends geared towards cloud computing and virtualization are now mature technologies and can be incorporated reliably with proven vendors and standards.

Artificial Intelligence and Machine Learning are being integrated into various applications and services, enabling automation, data analysis, and predictive capabilities. These technologies are being utilized in areas such as customer service, cybersecurity, data analytics, and process automation.

Remote/Hybrid work has become more widely accepted and normalized across industries. Many organizations have recognized its benefits, such as increased productivity, cost savings, and access to a wider talent pool. As a result, remote work solutions have been adopted by numerous companies.

The concept of the metaverse was gaining attention and generating discussions, but it was still largely in the realm of speculation and conceptualization. The metaverse refers to a virtual reality (VR) or augmented reality (AR) space where users can interact with each other and digital content in a shared, immersive environment.

With the increasing frequency and sophistication of cyber threats, cybersecurity has become a top priority for organizations. Focus is on implementing robust security measures, including advanced threat detection, encryption, and user authentication, as well as training employees to mitigate risks.



LANSIGHT TECHNOLOGY, LLC.

b. Methodology (Not to Exceed 2 Pages)

Lansight will allocate fixed resources to service Town of Miami Lakes (TOML). All resources will have a regular onsite presence at Town Hall and the remainder of Lansight staff will serve as backup and augmentation staff.

Tony Gomez – Managing Partner
Donald Piquion – Network Administrator
Diego Almagro – Network Technician

Lansight personnel will man the on-premise helpdesk at Town Hall during regular business hours allowing for efficient response times on service requests.

A technician will be assigned for backup audio/visual (A/V) coverage. The backup A/V technician chosen, resides within 2miles distance of Town Hall and was selected because his proximity allows for short notice and/or emergency requests for A/V coverage.

The remaining Lansight staff members will be accessible to TOML as additional backups to the dedicated resources as well as to augment skill sets in cases where specific subject matter needs warrant their individual expertise or when additional manpower is required.

Lansight will leverage modern automated and remote management technologies to allow for efficient monitoring, management and patching of TOML's information technology infrastructure. Our systems will also allow for request management and prioritization via professional service automation. However, the use of these tools will not come at the expense of onsite and on-premise support. In person support is critical to our support methodology.



LANSIGHT TECHNOLOGY, LLC.

c. Staffing Plan (Not to Exceed 3 Pages)

Position: Project Manager - Tony Gomez will serve as the Project Manager overseeing the IT service provided to TOML. Responsibilities include strategic planning, client relationship management, and overall project oversight.

Position: Network Administrator Donald Piquion will assume the role of Network Administrator. Responsibilities include network management, server administration, infrastructure maintenance, and security management.

Position: Network Technician - Diego Almagro will be designated as the Network Technician. Responsibilities include hardware and software support, troubleshooting, system upgrades, and user assistance.

Position: Backup Audio/Visual (A/V) Technician – Diego Almagro, who resides within walking distance of Town Hall, will be assigned. This technician will provide A/V coverage support on short notice or in emergency situations. Responsibilities include managing A/V equipment, troubleshooting, and ensuring smooth operation during events.

Additional Staff:

Lansight will have additional staff members who serve as backup and augmentation resources.

These team members will be available to provide support, expertise, and additional manpower as needed.

Their specific roles and responsibilities will vary based on project requirements and skillsets.

Helpdesk Support:

Lansight personnel will man the on-premise helpdesk at Town Hall during regular business hours.

This dedicated team will handle service requests, incident management, and provide direct user support.

Remote Monitoring and Management (RMM):

Lansight will have a remote monitoring and management team responsible for utilizing automated tools to monitor, manage, and patch TOML's IT



LANSIGHT TECHNOLOGY, LLC.

infrastructure.

This team will ensure proactive maintenance, system updates, and security monitoring remotely.

Overall, the staffing plan for Lansight's IT service to TOML includes dedicated resources for network administration, hardware and software support, A/V coverage, and a helpdesk team for on-premise user assistance. Additionally, there will be backup and augmentation staff, as well as a remote monitoring and management team to ensure efficient and comprehensive IT support.



LANSIGHT TECHNOLOGY, LLC.

6. Financial Stability of Proposer (In a separate envelope marked "Confidential")
 - a. Financial Statement or Tax Return
 - b. Dun & Bradstreet Report (if available)
 - c. Letter from Insurance Company

In a separate envelope marked "Confidential"



LANSIGHT TECHNOLOGY, LLC.

7. Forms

- a. Form AK – Anti-Kickback Affidavit
- b. Form PEC – Public Entity Crime Affidavit
- c. Form NCA – Non-Collusive Affidavit
- d. Form COI – Conflict of Interest Affidavit
- e. Form PR – Public Relations Affidavit
- f. Form PRA – Public Records Affidavit
- g. Form LPA – Limitation on Political Activity Affidavit
- h. Form CE – Contract Execution Form

See Next Page

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and Lansight technology or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.


By: _____
Title: Managing Partner

BEFORE ME, the undersigned authority, personally appeared Antonio Gomez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Antonio Gomez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 11 day of July, 2023

My Commission Expires: 09/11/2026

[Signature]
Notary Public State of Florida at Large
Gretna Landaverde

 **GRETNA LANDAVERDE**
Commission # HH 310396
Expires September 11, 2026

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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 the Town of Miami Lakes

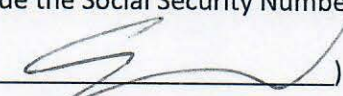
by Antonio Gomez, Managing Partner
[print individual's name and title]

for Lansight Technology, LLC
[print name of entity submitting sworn statement]

whose business address is
147 Alhambra Circle, Suite 120
Coral Gables, FL 33134

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-3543217

(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)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States 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 or 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. 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 the management of an entity.

6. Based on information and belief, the statement that 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

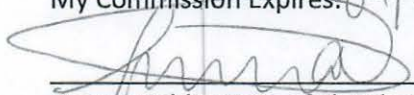
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 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 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.

BEFORE ME, the undersigned authority, personally appeared Antonio Gomez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Antonio Gomez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 11 day of July, 2023.

My Commission Expires: 09/11/2026


Notary Public State of Florida at Large

Gretna Landaverde



GRETNA LANDAVERDE
Commission # HH 310396
Expires September 11, 2026

NON-COLLUSIVE AFFIDAVIT

State of FL }
 Dade } SS:
County of }

Antonio Gomez

being first duly sworn, deposes and says that:

- a) He/she is the Managing Partner (Owner, Partner, Officer, Representative or Agent) of Lansight Technology, LLC, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Witness

By: [Signature]

Antonio Gomez

(Printed Name)

Managing Partner

(Title)

BEFORE ME, the undersigned authority, personally appeared Antonio Gomez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Antonio Gomez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 11 day of JULY, 2023

My Commission Expires: 09/11/2024

[Signature]
Notary Public State of Florida at Large

Gretna Landaverde



GRETNA LANDAVERDE
Commission # HH 310396
Expires September 11, 2026

CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
 } SS:
County of Dade }

Antonio Gomez being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Lansight Technology, LLC, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any 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 affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

By: [Signature]
Antonio Gomez
(Printed Name)
Managing Partner
(Title)

BEFORE ME, the undersigned authority, personally appeared Antonio Gomez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Antonio Gomez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 11 day of July, 2023

My Commission Expires: 09/11/2026

[Signature]
Notary Public State of Florida at Large
Gretna Landaverde



Form COI

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Lansight Technology, LLC

Authorized representative (print): Antonio Gomez

Authorized representative (signature):  Date: 7/11/2023

POLITICAL ACTIVITY AFFIDAVIT

State of Florida }
 } SS:
County of Dade }

Antonio Gomez being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Lansight Technology, LLC, the Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Work or Services on behalf of the Town of Miami Lakes (“Town”) that the owner, employees or any representatives of the Proposer **will not** participate or be involved in any political activities related to the election of any individual running for a political office in the or advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or in-kind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Use their authority or influence to participate or interfere with an election in the Town.
- Distribute campaign material on behalf of any candidates or slate of

candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking

or currently holding an elected office in the Town.

- Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:

Gretna Landaverde
Witness

Antonio Gomez
Witness

By: _____

Antonio Gomez
(Printed Name)

Managing Partner
(Title)

BEFORE ME, the undersigned authority, personally appeared Antonio Gomez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Antonio Gomez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 11 day of JULY, 2023.

My Commission Expires: 09/11/2026

Gretna Landaverde
Notary Public State of Florida at Large

Gretna Landaverde



GRETNA LANDAVERDE
Commission # HH 310396
Expires September 11, 2026

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response 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 responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the 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, 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 proposal 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 proposal, 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 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Lansight Technology, LLC

Company Name:

7/11/2023

Date

Authorized Signature:

Antonio Gomez, Managing Partner

Printed Name and Title

CONTRACT EXECUTION FORM

This Contract 2023-24 made this ___ day of _____ in the year ___ in an amount not to exceed \$ _____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Lorenzo Cobiella, Deputy Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR

Lansight Technology, LLC

(Contractor's Name)

By:  _____
Jason Garcia

By:  _____

Name: Antonio Gomez

Title: Managing Partner

Date: 7/11/2023

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, Lansight Technology, LLC, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the Managing Partner,
(type title of officer)

Antonio Gomez, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 11 day of July, 2023.



Corporate Secretary

(Corporate Seal)



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: RFP NO. 2023-24

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

| | |
|-------------------------|----------------------|
| Addendum No. <u>1</u> , | Dated <u>6/15/23</u> |
| Addendum No. <u>2</u> , | Dated <u>6/20/23</u> |
| Addendum No. <u>3</u> , | Dated <u>7/6/23</u> |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |

No Addendum issued for this Solicitation

Firm's Name: Lansight Technology, LLC

Authorized Representative's Name: Antonio Gomez

Title: Managing Partner

Authorized Signature: 

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of
Lansight Technology, LLC, a corporation organized and existing under the laws of the
State of Florida, held on the 10 day of July, 23, a resolution was duly passed and
adopted authorizing (Name) Antonio Gomez as (Title) Managing Director of the
corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested
by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify
that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 10 day of July, 2023.

Secretary: _____

Antonio Gomez
Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of
_____, a partnership organized and existing under the laws of the
State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted
authorizing (Name) _____ as (Title) _____ of the to execute bids on
behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official
act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

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

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

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

Signed: _____

Print: _____

NOTARIZATION

STATE OF Florida)

COUNTY OF Miami Dade) SS:

The foregoing instrument was acknowledged before me this 11 day of July, 2023, by Antonio Gomez, who is personally known to me or who has produced FL DL as identification and who (did / did not) take an oath.

[Signature]
SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA



GRETNALANDAVERDE
Commission # HH 310396
Expires September 11, 2026

Gretna Landaverde
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2023 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Lansight Technology, LLC ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village desires to engage a managed information technology (IT) service firm to provide comprehensive professional information technology services, including desktop support, network administration, IT Director services, as well as other services as needed;

WHEREAS, Consultant wishes to perform such services for the Village.

WHEREAS, the Village shall pay a **\$14,250** monthly fee for the IT services.

NOW, THEREFORE, for and in consideration of the mutual terms, conditions, promises and covenants set forth below, and for other good, valuable and sufficient consideration, the receipt of which is acknowledged, the Village and Consultant agree as follows:

INCORPORATION OF WHEREAS CLAUSES: The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Agreement upon execution hereof.

SCOPE OF SERVICES: Consultant shall provide an accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

I. TERM.

The Consultant shall continue to provide the Services to the Village for a term of three (3) years from the date of execution by the Village. The Village shall have the right, at its sole option, to renew the Agreement for two (2) additional one-year periods.

II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant monthly. All services performed shall be invoiced to the Village for managed information technology services. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the

particular invoice).

III. PERFORMANCE.

A. Performance and Delegation.

The Services to be performed hereunder must be performed by the Contractor or Contractor's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Village Manager. Said approval will not be construed as constituting an agreement between the Village and said other person or firm and the Village assumes no liability or responsibility for any subcontractor.

B. Removal of Unsatisfactory Personnel.

The Village Manager may make written request to Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor to provide and perform Services pursuant to the requirements of this Agreement. The Contractor must respond to the Village within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Village. Such request will solely relate to said employees working under this Agreement and not as employees of the Contractor or subcontractor.

C. Contractor Key Staff.

The parties acknowledge that Contractor was selected by the Village, in part, on the basis of qualifications of particular staff identified in Contractor's staffing plan, hereinafter referred to as "Key Staff". Contractor must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Contractor's employ. Contractor must obtain prior written acceptance of the Village to change Key Staff. Contractor must provide the Village with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Village will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

D. Coordination of Work.

The Contractor shall perform all services in a manner that will minimize disruption to the Village's normal operations. Necessary disruptions

should occur after normal Village hours, and in coordination with the Police Administration in order to ensure continuity of operations. Where this is not possible, services shall be scheduled and coordinated in advance.

E. Background Checks.

Contractor shall conduct background investigations for all instructors, employees, or volunteers prior to the Licensees use of the Property under this Agreement. Contractor shall not allow any employee, who does not meet the above stated requirements to provide any Service at the Village's facilities under this Agreement.

An affidavit indicating all applicable staff have passed the background check, which must be received prior to the commencement of the Services or a new staff person starting work. A new Affidavit shall be required on an annual basis. The Contractor shall ensure that any assigned staff to the Village are CJIS certified and authorized to access criminal justice information commensurate with their position.

F. Reports.

Contractor shall provide written reports to the Village on a monthly basis providing a breakdown of work performed. The specific format and details shall be determined by the Village Manager's designee. At a minimum the reports shall include the following:

- a. Number and nature of service tickets received, open, closed and pending
- b. Number of emergencies, brief description of the emergency and status of the emergency
- c. Breakdown of maintenance performed
- d. Detail of upgrades performed
- e. Identify any obstacles preventing Contractor from performing any Services

On a quarterly basis the Contractor shall provide the Village with a report of ongoing issues, recommendations for improvements, with associated costs, and anticipated or potential issues that may or will need to be addressed.

G. Response Times.

Time is of the essence with regards to performance or response to special/emergency requests for service. Contractor shall meet or exceed the following response times:

- a. Service Tickets - Contractor shall respond to service tickets within thirty (30) minutes during normal working hours.

b. Emergencies

1. During normal working hour Contractor shall respond within ten (10) minutes to resolve the issue
2. After 5:00 pm Contractor shall respond remotely within one hour to resolve the issue. If the issue cannot be resolved remotely the Contractor shall be one site within two (2) hours to resolve the issue.

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by Consultant, and vice versa. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant, and vice versa. The Village or Consultant shall be entitled to recover all costs of such actions, including reasonable attorney's fees, upon final adjudication of the matter.

B. Termination for Convenience of the Village.

The Village may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice.

If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

C. Termination for Convenience of the Consultant.

The Consultant may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Village of such termination; which shall become effective thirty (30) days following receipt by Village of such notice. If the Agreement is terminated for convenience by the Consultant, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial liability insurance and professional liability insurance (errors & omissions) in an amount acceptable to the Village.

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses which may issue from any lawsuit arising from such claims and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

The Village shall, at all times hereinafter, to the extent not inconsistent with law, indemnify and hold harmless the Consultant, its agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorneys fees) arising out of a negligent act, error or omission of Village, its agents, servants, or employees in the performance of service under this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement (including Exhibit A & B) shall constitute the entire Agreement. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, utility company or others doing construction work within the corporate limits of the Village, which might be construed as a conflict of interest with Consultant's work with the Village. The determination of conflicts shall be made by the Village Manager or their designee. The Village recognizes that Consultant provides municipal planning services to a wide range of private and public clients, including Bay Harbor Islands, an adjoining municipality. Should any conflicts arise related to intergovernmental coordination, the Village and Consultant shall agree on the issue in writing or suspend services until the issue is resolved.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by

Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION.

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

Copy To: Susan Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Lansight Technology, LLC
147 Alhambra Circle
Suite 120
Coral Gables, FL 33134

XIII. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XIV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XV. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVI. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVII. NO CONTINGENT FEES.

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

XVIII. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof.

Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XIX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XX. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant 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 Village.

- B.** Upon request from the Village's custodian of public records, Consultant shall provide the Village 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, plans, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant and are not subject to the terms of this Agreement.
- 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 Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXI. SCRUTINIZED COMPANIES.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

XXII. OWNERSHIP OF WORK PRODUCT.

In exchange for payment pursuant to this Agreement, Consultant hereby relinquishes its right to and agrees that the work product ("Work Product")

produced by Consultant under this Agreement and all proprietary rights therein shall be and are the property of The Village.

Work Product includes, but is not limited to, papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, computer and software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, discoveries, compounds, reports, memoranda, drawings, devices, models, or other materials of any nature, or information relating to any of the foregoing, whether finished or unfinished, which are or were generated in connection with the work scope and Services described in this Agreement. At The Village's sole discretion, Consultant will assign and does hereby assign to The Village all patents, copyrights, trademarks and trade secrets conceived or first reduced to practice pursuant to this Agreement. Notwithstanding the foregoing, The Village makes no claim of ownership to pre-existing technology owned by Consultant prior to the Effective Date of this Agreement (the "Prior Works"). To the extent that Consultant incorporates any Prior Work into any Work Product, Consultant hereby grants to The Village a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work Product.

Consultant hereby agrees to assist The Village, or its designee or assign, at Consultant's expense, to secure The Village's rights in Work Product and any copyrights, patents, or other intellectual property rights relating to all Work Product in any and all countries, including the disclosure to The Village of all pertinent information and data with respect to all Work Product, the execution of all applications, specifications, oaths, assignments and all other instruments that The Village may deem necessary in order to apply for and obtain such rights and in order to assign and convey to The Village, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Work Product, and any copyrights, patents, or other intellectual property rights relating to all Work Product. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:
Lansight Technology, LLC
147 Alhambra Circle, Suite 120
Coral Gables, FL 33134

VILLAGE:
Bal Harbour Village
655 Ninety-Six Street
Bal Harbour, Fl. 33154

By: _____
Tony Gomez, Managing Partner

By: _____
Jorge M. Gonzalez, Village
Manager

Attest: _____
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

By: _____
Village Attorney

Exhibit A

The Consultant agrees to provide managed information technology services to the Village. The services shall include the provision of ongoing technical support and maintenance of the Village's existing information technology systems, and shall include the following:

1. Initial Assessment - The Contractor shall assess the documents listed below and conduct a survey of the Village's IT inventory and infrastructure to verify the accuracy of the documents.

- a. Hardware Inventory & Primary Responsible Party
- b. ii. Network Diagram

2. General Responsibilities

- a. **General Onsite Support & Minimum Staffing Hours** - Contractor shall provide at least one staff member to provide onsite IT support during regular business hours, Monday through Friday from 8:30am to 5:00pm, excluding holidays observed by the Village. This staff member must remain on premises at all times during regular business hours except for an hour break for lunch. Staff member presence must comply with the then-current policy for regular Village staff attendance policy. On-call after hours and weekend support shall be available at all times with a response time for critical issues of no more than 30 minutes. Critical issues include, but are not limited to, down email servers/service, essential application failures, major disruptions in services to the public or other technology disruptions deemed critical by the Village.
- b. **After Hour Meetings/Work Assignments** - Contractor shall provide on-site IT support for every Village Council meeting, every Committee/Guest meeting and presentation, every Workshop, every Special Council meeting, and every official Village event (nights, weekends, and/or holidays) requiring IT support. Regular Village Council meetings take place generally on the 3rd Tuesday of every month (with some exceptions to accommodate holidays and/or scheduling conflicts), and Budget Committee meetings take place during the budget process (between May and August) on dates agreed to by the Committee. Meeting dates are subject to change. Specific meeting schedules are available on the Village's website. Contractor shall be responsible for audio and volume control, coordination of video streaming services with 3rd parties, IT peripherals/devices setup in coordination with Village staff/facilities, and setup for any presentations during these meetings. Contractor's staff member must remain on premises to provide support until the conclusion of each

meeting. Moreover, Police operations may require after hours work assignments in order to address any IT support needs of midnight shift employees. The Village anticipates approximately fifty (50) after-hour meetings/work assignments per year.

- c. **Police IT Support** - The Contractor will be responsible for support and maintenance of all Police Department specific computer systems, programs and applications that impact critical department operations, functions and services. The Contractor shall perform overall application system administration activities for the Police Department, such as, installation, upgrades, modifications and data integrity. The Contractor manages the Computer Aided Dispatch and Records Management System environment for the Police Department. The Contractor shall also monitor and maintain the security of Police Department software systems in compliance with Police Department Policies, Criminal Justice Information System (CJIS) requirements and Village IT standards. The Contractor shall be responsible for incorporating technology policy changes mandated by the FBI and CJIS policy and serve as technical subject matter expert for the Police Department for Florida Department of Law Enforcement (FDLE) audits. The Contractor shall ensure that any assigned staff to the department are CJIS certified and authorized to access criminal justice information.
- d. **Village's IT Liaison/Representative/Consultant** - Contractor shall act as the IT subject matter expert and have staff available to attend any meetings as directed by the Village Manager or his/her designee during regular business hours. Adequate notice of meetings will be provided by Village staff to ensure a qualified representative from the Contractor attends such meetings.
- e. **Document Retention** - Act in accordance with Florida's Open Government and Public Records laws regarding electronic document retention. See the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies for reference. Contractor shall assist the Village Clerk with public records requests on an as-needed basis.
- f. **Backup and Maintenance Services** - Contractor must ensure scheduled, preventive maintenance for equipment and data is promptly performed and documented. The Contractor is responsible for ensuring all current back up methods in place are completed on the current Village schedule.
- g. **Emergency Response** - Contractor shall provide emergency technical, communication, and IT support services in the event of emergency situations per the direction of the Village Manager or his/her designee

in such situations.

- h. **Telecommunications** - Contractor shall manage all voice communication devices, platforms, and systems. The communications system includes but is not limited to network/security/VoIP for Polycom telecommunication devices, support management of VoIP phones, the voice mail systems and the Village's automated call flow. The Contractor is responsible for providing data to mobile devices including PDAs, tablets, notebooks, or other devices not specifically identified.

3. Network Administration Services - Scope of activity includes routine monitoring of all Village network equipment including switches, firewalls, routers, and other security devices including the Polycom voice and related devices. The Contractor shall be responsible for primary installation of new equipment and maintenance of printers, network copiers/scanners, etc. Monitor network performance and capacity management services. This activity includes the oversight, supervision, and management of all of the Village's Wi-Fi public hot spots.

- a. **Server Administration Services** - Manage computer network and associated hardware, software, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services. Management of user log-ins and security.
- b. **Cybersecurity** - Maintenance of virus detection programs on Village servers, email, and all other Village computers and laptops. Perform security audits as requested and notify Village personnel immediately of suspected breaches of security or intrusion detection.

4. Helpdesk, Software & Applications Support - Perform basic support functions including installing PCs, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications, and identifying and correcting hardware problems and performing advanced troubleshooting. Support all Village mobile devices and applications (PDA, smart phone, iPad, tablets etc.) in coordination with service providers and technical support offered by vendors or manufacturers. Troubleshoot day-to-day IT operations for end users.

- a. **Software/Third-Party Applications Services**- Scope of activity includes oversight, management, and support of the Village's applications as described in Exhibit B, under Descriptions of Current Software & Hardware. The Contractor may leverage third party application support to facilitate troubleshooting.

5. Professional Services and Strategic Planning - Contractor will be responsible

for development of long-term strategic plans (Information Technology Master Plan), Business Continuity/Disaster Recovery (BC/DR) plans, Cybersecurity Plan, solicitations for major IT system purchases, or other professional Information Technology services will be assigned on a as needed basis.

6. Hurricane or Disaster Services - The Contractor shall provide Services to the Village on a "first priority" basis in the event of a potential or actual public emergency or disaster such as a hurricane, tornados, fires or other similar acts or circumstances. The Village will rely on Contractor for the protection and recovery of its IT infrastructure both before and after an emergency or disaster event. Pre-disaster Services shall include but not be limited to:

- a. Assisting in securing and protecting all hardware and software to mitigate any potential adverse impacts.
- b. Backing-up and remotely storing all data.
- c. Post emergency/disaster services shall include but not be limited to:
 - i. Assisting in restoring all hardware and software.
 - ii. Confirming the status of and access to existing data, and restoring any lost data
 - iii. Work with the Program Manager to identify and damage equipment, or software and develop a plan of action to restore, replace or correct such damage, as necessary.
 - iv. Assist in developing any reports required for insurance, FEMA, or others to recover costs.
 - v. Contractor shall provide Emergency Response IT services as specified in the Village's Hurricane Plan.

7. Additional Services - The Contractor may be requested to perform additional services from time to time, in which case, the Village will request a Proposal from the Contractor in accordance with applicable provisions of the Contract. Authorization to perform additional services will be given in writing.

- a. The Village shall be billed for services performed after the normal hours of operation or for services outside the Scope of Services enumerated above. Consultant shall obtain the written approval of the Village Manager or his designee before work is commenced on any additional service.
- b. Fees for additional services:
 - Emergency Response
 - Cost: \$121 per hour
 - Network Administrator
 - Cost: \$81 per hour
 - Helpdesk Technician
 - Cost: \$41 per hour

- Emergency Alpha / Bravo Coverage (emergency situations that require 24-hour IT support, i.e., hurricanes, terrorist acts, etc.)
 - Cost: \$1,950 per day
- Microsoft 365 Backups (includes mailbox, OneDrive & SharePoint)
 - Cost: \$2.50 per user per month
- Enhanced Email Filtering
 - Cost: \$4 per user per month
- End User Phish Testing & Training
 - Cost: \$2 per user per month
- Server Backups (multiple daily backups and real time offsite replication)
 - \$100 per server per month.

Description of Village Applications

The following summarizes the Village's applications and their essential functions.

1. **TRAKiT (CRW System)/Community Development Software (Central Square)** - Modular software solution for local government agencies. The system provides a series of built-in reports and query functionality. Additionally, the application provides a dashboard to manage inspections, reviews, and actions in a workspace environment.
 - a. Project TRAK - Management of Planning Applications & Related Development Activities. Module manages the workflow for all types of projects throughout the project lifecycle, starting with the application through the review and approval process.
 - b. PermitTRAK - Permit Management & Inspection Coordination. Module provides a streamlined approach to the permitting process, by tracking workflow for all types of permits from application through finalization.
 - c. CodeTRAK - Management for Code Enforcement & Compliance Activities. Module provides incident and activity management while tracking the workflow for all types of code enforcement activities, from the time a complaint is received through compliance.
 - d. AEC TRAK - Architects, Engineers, & Contractors Database. Module provides instant access to all information associated with architects, engineers, and contractors, including license, primary contact, and insurance information.
 - e. LandTRAK / GIS - Property Data Management. Module has its own comprehensive property record application from which one can look up current parcel activity and information. Parcel data is obtained from the Miami-Dade County Property Appraiser and loaded to LandTRAK through a custom update routine.
 - f. MobileTRAK - Mobile Technology & Laptop Synchronization for Field Access. Module actively allows building inspectors, code enforcement officers, or fire department staff the ability to schedule inspections, enter their results and print out all necessary documentation while in the field using a laptop or PDA for data entry.
 - g. eTRAKiT - Web & Online Access. The public and staff use eTRAKiT to access permit, project, or land information using web-enabled screens and functions. The Village is using this module in their website to track and maintain the following services:
 - i. Permit Status
 - ii. Apply for a Flood Determination Letter
 - iii. Following Plan Review
 - iv. Electronic Plan Review Submittal
 - v. Inspections Information (daily inspections, requests, and cancellations)
 - vi. Contractors
 - vii. Pay Fees
 - viii. Code Cases Information
2. **LASERFICHE** - Laserfiche is a unified solution that manages the Village's documents and records and serves as the Village Clerk's official document management system. The system provides the Village with a Digital Archiving process, comprehensive security, user friendliness, intelligent search, and web access.

3. **Peak Agenda (Granicus)** - Peak Agenda is an electronic solution to create, approve, and track items for upcoming and past Council meetings. The entire process creates an automated Paperless Agenda solution and post agendas, minutes, and meeting actions automatically to the website.
 - a. **Granicus LiveManager** - LiveManager is a service provider through Granicus that hosts and manages the Village's webcasting and streaming media solution. The Village handles the audio volume controls on-site.
4. **Springbrook** - This is the Village's financial management software that maintains the general ledger, budget, and accounts payable functions.
5. **CivicRec** - The software of Parks and Recreation to manage the scheduling of classes and process payments.
6. **Microsoft Outlook / Microsoft 365** - The Office Suite is heavily used throughout the Village. The Village currently has an on-premise Exchange server, and will be transitioning to Office 365 in FY24.
7. **Adobe Products**
 - a. **Acrobat Professional** - Used for fillable PDF documents, conversion of documents from Microsoft products to PDF.
 - b. **Photoshop** - Used for creating Village collateral materials.
8. **AutoCAD** - AutoCAD is primarily used by the Building department for building plans.
9. **KNOWBE4** - Cybersecurity awareness training software for Village employees.
10. **Website** (www.balharbourfl.gov) - The website was designed using WordPress, an open-source content management system (CMS) and website software. The site is hosted by and maintained by Fuseideas.
11. **Wireless Emergency Notification System (WENS)** - Provides the ability to send text alerts to the community with emergency information, as well as other important Village information.
12. **OneSolution (Central Square Technologies)** - This software is the Police Computer Aided Dispatch and Records Management System, as well as mobile field reporting (MFR).

The following is a list of all current Village's systems software and hardware:

1. **Network Infrastructure** - The computer network consists of Cisco and Unifi appliances.
2. **Security** - A Sonicwall Next Generation NSA 2650 and 470 firewall combined with App River Web Filter enforce organizational Internet usage policies through content filtering, application blocking and spyware protection to the network. All workstations have the Carbon Black End- Point Protection and all Servers have Carbon Black for local protection.
3. **Servers** - 13 Windows based servers comprise the processing architecture. All servers are either Windows Server 2012 R2, Windows 2016, or Windows 2019.
4. **Backups, Business Continuity & Disaster Recovery** - Veeam in conjunction with multiple appliances, Quest Cloud Backup solution along with a tape backup solution comprise the Village's backup applications and storage solution.
5. **Group Policy** - Group Policy currently manages network drive mapping, password policy, web browser homepage, and my documents mapping.
6. **Workstations** - The Town's workstations consist of Windows 10 and Windows 11 Professional 64-bit based Dell laptops and desktops. Apple iPads are utilized by the Village Council.
7. **Internet Service Provider** - Hotwire Fiber used as primary internet service provider, with Breezline as the failover.
8. **Electrical / Power** - Tripp Lite Smart Pro UPS backups comprise the power redundancy in the server rooms. Backup generator at Village Hall and the Operations Center provide power redundancy for the entire buildings.
9. **Telecommunications** - Voice over IP system with Polycom VVX400 phones.

EXHIBIT B
Hardware Inventory and Primary Responsible Party

| Network Infrastructure | Primary Responsible Party | |
|--|---------------------------|------------------------|
| | Current Vendor | Other |
| Hotwire Fiber (Primary ISP) Equipment | x | |
| Breezeline (Secondary ISP) Equipment | x | |
| Sonic Wall Next Generation Firewall (+VPN) | x | |
| Veritas Email Archiver | x | |
| AppRiver Web Filter | x | |
| Cisco 1900 | x | |
| Cisco 1800 | x | |
| Cisco SG 300 | x | |
| Ubiquity Unified Access (WIFI) | x | |
| Tripp Lite Smart Pro | x | |
| Tape Storage | x | |
| Dell PowerEdge R610 | x | |
| Polycom VVX400 IP Phones | x | |
| Dell Laptops - Latitude | x | |
| Dell Desktops | x | |
| Printers - various makes and models | x | |
| Scanners - various makes and models | x | |
| Ethernet or Fiber Cable Drops | x | |
| Patch Cable Management / Terminations | x | |
| Desktop / Workstation Deployment & Management | x | |
| Laptop Deployment & Management | x | |
| Smartphone/Tablet Deployment & Management | x | |
| Printer & MFP Deployment & Management | Support | Dex Imaging contract |
| Software Deployment | x | |
| Council Webcast | Support | LiveManager (Granicus) |
| TrackIT | x | |
| Springbrook (Financial Management Software) | x | |
| CivicRec (Parks and Recreation software) | x | |
| Active Directory | x | |
| Laserfiche | x | |
| Carbon Black End Point Protection | x | |
| Office 365 | x | Pending Implementation |
| AutoCAD | x | |
| Microsoft Project Management | x | |
| KNOWBE4 | x | |
| dot.GOV | x | |
| Public Purchase (Procurement) | x | |
| Village Website (and microsities) | Support | Fuseideas |
| Wireless Emergency Network Services (WENS) (Emergency Communications Management) | Support | |
| OneSolution (Police CAD/RMS) | x | |
| File Server | x | |
| DNS | x | |
| DHCP | x | |

| | | |
|---|---|-----------------------|
| Hyber-V Manager | x | |
| Software & Hardware Assessment/Procurement/Deployment | x | On an as needed basis |
| Professional Consulting | x | On an as needed basis |
| Business Continuity | x | On an as needed basis |
| Disaster Recovery | x | On an as needed basis |
| Backups | | |
| Daily Backups & Restore Jobs | x | |
| Telecom | | |
| System Administration | x | |
| Physical Phone Deployment | x | |
| Village Hall and Satellite Locations Surveillance Cameras | | |
| System Support Administration | x | |
| Satellite Locations | | |
| Operations Center | x | |
| New Parks Community Center | x | |
| Police Headquarters | x | |
| Coverage | | |
| Onsite (8:30am - 12:30pm / 1:00pm - 5:00pm) | x | |
| After Hours (Nights & Weekends) | x | |
| Council Meetings (monthly meeting typically 5:30 PM to 10 PM), Village special events and Committees/Guests Presentations (as required) | x | |

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL ADOPTING A SCHEDULE OF FEES IMPOSED BY THE VILLAGE FOR THE RENTAL OF FACILITIES AT THE NEW BAL HARBOUR WATERFRONT PARK.

Issue:

Should the Council approve a schedule of fees for the rental of facilities at the new Bal Harbour Waterfront Park, to include spaces and amenities?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

With the opening of the new Bal Harbour Waterfront Park, the various spaces in the facility will be requested for private and business events. As such, it is important to structure a facility rental program, that includes fees for spaces, equipment, and personnel, in order to provide a fair and consistent procedure for managing requests and usage.

The fee schedule prepared includes a tiered structure, with rates for resident, non-profit, and corporate. Fees were generated based on research of various venues throughout South Florida, of both public (community) venues, as well as private hospitality venues. With our beautiful facility, elegant features, and unique location, we are recommending a fee schedule that positions our facility competitively.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

| | Amount | Account | Account # |
|--|--------|---------|-----------|
| | X | X | X |

Sign off:

| | | |
|----------------------------|-------------------------|-------------------|
| Recreation, Arts & Culture | Chief Financial Officer | Village Manager |
| Sylvia Flores | Claudia Dixon | Jorge M. Gonzalez |
| | | |

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING A SCHEDULE OF FEES IMPOSED BY THE VILLAGE FOR THE RENTAL OF FACILITIES AT THE NEW BAL HARBOUR WATERFRONT PARK; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The former Bal Harbour Park, included a rental fee structure for private events, that was approved by Council. That fee structure included rental of the facilities for an event, rental of the basketball court, or rental of the entire park, along with applicable deposit, staffing, and equipment fees. That fee structure is provided below for reference:

Former Fee Schedule for Bal Harbour Park

| Fee Type | Fee Structure |
|--------------------------------------|----------------------------------|
| Park Rental of Facilities | \$ 125.00 |
| Park Rental of Basketball Court Only | \$ 125.00 |
| Park Rental of Full Park | \$ 250.00 |
| Security & Cleanup Deposit | \$ 200.00 |
| Staffing | \$ 25.00 / hour per staff person |
| Table rentals of BHV Property | \$ 5.00 ea |
| Chair rentals of BHV Property | \$ 1.00 ea |

The new Bal Harbour Waterfront Park encompasses 1.5 acres, and includes various indoor and outdoor spaces that are ideal for social engagements, such as birthday parties or bar mitzvahs, as well as other gatherings, such as business meetings or educational trainings. The unique design of the facility, with views overlooking the intracoastal waterway, coupled with the elegant materials and accents used throughout, create a venue that can provide memorable experiences for any event. With this in mind, it is important to develop a new rental fee structure that is commensurate with the scale and quality of the facility.

ANALYSIS

Village staff compiled an analysis of other public and private facilities throughout South Florida. There are a variety of factors that impact rental rates, including size and capacity of facility, amenities available, and location. Below is a table of various facility rental rates for public venues in South Florida:

| <i>Facility</i> | <i>Size (in square feet)</i> | <i>Price</i> |
|---|-------------------------------------|---------------------------|
| Pelican Community Park (Sunny Isles Beach) | 2,800 | \$400 for 4 hours |
| Royal Palm Room (Miami Shores) | 1,200 | \$375 for 3 hours |
| Pinecrest Gardens Pergola Lakeview Terrace | 1,540 | \$1,100 for 4 hours |
| Astor Ballroom (St. Regis) | 3,248 | \$5,000 for 5 hours |
| Merrick Room (Coral Gables) | 1,200 | \$5,000 for 5 hours (Sat) |
| Mediterranean Room (Acqualina) | 1,938 | \$5,750 for 5 hours |

As is evident through the research compiled, the fee structure can vary, depending on the size and quality of the facility, the location, access and amenities, and also depends on the goals of the rental program.

During the Council retreat in February 2023, one of the goals discussed was to ensure that the facility was available consistently for recreational programming and social activities. Council discussed the desire to ensure that this new facility did not become a “hall for hire”. The other goal discussed was to ensure that the rental fee structure established would adequately fund maintenance and upkeep of the facilities to compensate for wear and tear through rental usage.

An additional consideration is a tier structure for personal use versus business use. Personnel resources and ongoing infrastructure (repair and maintenance) to operate a facility as part of a rental program requires ongoing budgetary considerations. Standard practice when permitting use of public facilities for private organizations (whether not-for-profit or for-profit), is to create a structure where personal resident use is the lowest rate, as this rental does not realize any revenue for the user (whether through actual revenue generated, or perceived through marketing and/or promotion).

Given the unique and distinct venue provided by our new Bal Harbour Waterfront Park, including the amenities as well as location, we prepared a fee schedule that adequately reflects the value and considers comparable venues on the market. We also recommend

including tiers in the pricing structure to differentiate between corporate/business events versus private resident events.

| <i>Fee Type</i> | <i>Size (in square feet)</i> | <i>Resident Rate</i> | <i>Non-Profit</i> | <i>For Profit/Corp.</i> |
|---|-------------------------------------|-------------------------------|--------------------------|--------------------------------|
| Indoor Rental, Emerald Room with Kitchen (initial 5-hour block) | 2,527 | \$2,500 | \$2,750 | \$3,100 |
| Indoor Rental, Emerald Room with Kitchen, (Each Addt'l Hour) | | \$100/hour | \$100/hour | \$100/hour |
| Indoor Rental, Sapphire Room (initial 5-hour block) | 1,365 | \$1,250 | \$1,500 | \$1,600 |
| Indoor Rental, Sapphire Room, (each Addt'l hour) | | \$50/hour | \$50/hour | \$50/hour |
| Indoor Rental, Covered Terrace, (initial 5-hour block) | 2,752 | \$1,500 | \$1,700 | \$1,900 |
| Indoor Rental, Covered Terrace, (each Addt'l hour) | | \$50/hour | \$50/hour | \$50/hour |
| Indoor Rental, A/V Equipment Add-on | N/A | \$150 | | |
| Outdoor Rental, Picnic Tables (two, reserved) | N/A | \$50/hour | | |
| Outdoor Rental, Basketball Court | N/A | \$50/hour | | |
| Outdoor Rental, Security & Cleanup Deposit | N/A | \$500 | | |
| Indoor Rental, Security & Cleanup Deposit | N/A | \$1,000 | | |
| Overtime Staffing for Rentals | N/A | \$50.00/hour per staff person | | |
| Outdoor Rental, Tables, BHV Property | N/A | \$10.00 each | | |
| Outdoor Rental, Chairs, BHV Property | N/A | \$5.00 each | | |
| Indoor Rental, Tables, BHV Property | N/A | \$15.00 each | | |
| Indoor Rental, Chairs, BHV Property | N/A | \$7.50 each | | |

The recommended rental fee structure considers various spaces and types of rentals. However, with the opening of this new facility, inquiries and needs may vary. Should any additional rental scenarios other than those included in the fee schedule above be requested, Village staff will consider the viability of the request and determine corresponding and comparable fees. These fees would subsequently be added to the Village fee schedule during the annual budget process.

To coincide with the fee structure, Village staff will develop the administrative policies and procedures, including application form, vendor requirements, insurance requirements, timelines, etc.

FINANCIAL

While the facility is intended to primarily function as a public park and community center, our experience would indicate that there will be considerable interest in renting the Bal Harbour Waterfront Park for parties and other events. As such, it is important to manage the expectations and utilization of the facility to balance between potential revenue generation and public use. In the FYE 2024 operating budget, a modest revenue assumption of \$15,000 was included. Since this will be the first year of operation, we anticipate trying to properly manage the number of rentals approved. This will be monitored closely and revenue and fee adjustments may be made through the budget development process each year.

THE BAL HARBOUR EXPERIENCE

Providing for a clear, detailed, and structured rental fee program, will ensure that a formal and fair process is available for all residents to utilize this modernized public facility. This will also provide revenues to fund maintenance and repairs required throughout the year as a result of the general usage from event rentals, as well as a portion of the personnel required to oversee and manage the facility rental program. This structured facility rental program will allow our residents to utilize this beautiful new destination & amenity to create elevated, unique & elegant experiences; these elements are promised through our mission of delivering the *Bal Harbour Experience*.

CONCLUSION

With the opening of our new Bal Harbour Waterfront Park, residents are very interested in utilizing this beautiful new venue for private events. Implementing a structured facility rental program, with corresponding fees, will ensure that residents can utilize this unique space to create elevated experiences, while also allowing for opportunities to increase potential revenue with corporate and business events. The fees are commensurate with the beauty and elegance of the venue, as well as access to additional amenities. I, therefore, recommend approval of this item.

Attachments:

1. Fee Schedule

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING A SCHEDULE OF FEES IMPOSED BY THE VILLAGE FOR THE RENTAL OF FACILITIES AT THE NEW BAL HARBOUR WATERFRONT PARK; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Code authorizes the collection of a variety of service fees, user fees and fines (collectively, the "Fees"); and

WHEREAS, with the opening of the new Bal Harbour Waterfront Park at 18 Bal Bay Drive, the Village desires to administer a program for the rental of facilities at the park for events and activities ("Facility Rentals"); and

WHEREAS, the Village Council desires to adopt a consolidated schedule of fees for Facility Rentals, in substantially the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

Section 2. **Schedule of Fees Adopted.** That the schedule of fees levied by the Village for Facility Rentals, in substantially the form attached hereto as Exhibit "A" is hereby adopted.

Section 3. **Conflict.** That in the event of a conflict between the Fees identified in the Consolidated Schedule and the Village Code or State Statute, the Village Code or State Statute shall Control.

Section 4. **Implementation.** That the Village Manager is hereby authorized to take all necessary actions to implement the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of November, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

Exhibit A - Rental Fee Schedule

| Fee Type | Fee Structure |
|---|--|
| Indoor Rental, Emerald Room with Kitchen, Resident Rate | \$2,500/5 hours; \$100 each addtl hour |
| Indoor Rental, Emerald Room with Kitchen, Non-Profit Rate | \$2,750/5 hours; \$100 each addtl hour |
| Indoor Rental, Emerald Room with Kitchen, Corporate Rate | \$3,100/5 hours; \$100 each addtl hour |
| Indoor Rental, Sapphire Room, Resident Rate | \$1,250/5 hours; \$50 each addtl hour |
| Indoor Rental, Sapphire Room, Non-Profit Rate | \$1,500/5 hours; \$50 each addtl hour |
| Indoor Rental, Sapphire Room, Corporate Rate | \$1,600/5 hours; \$50 each addtl hour |
| Indoor Rental, Covered Terrace, Resident Rate | \$1,500/5 hours; \$50 each addtl hour |
| Indoor Rental, Covered Terrace, Non-Profit Rate | \$1,700/5 hours; \$50 each addtl hour |
| Indoor Rental, Covered Terrace, Corporate Rate | \$1,900/5 hours; \$50 each addtl hour |
| Indoor Rental, A/V Equipment Add-on | \$150.00 |
| Outdoor Rental, Picnic Tables (two, reserved) | \$50/hour |
| Outdoor Rental, Basketball Court | \$50/hour |
| Outdoor Rental, Security & Cleanup Deposit | \$500.00 |
| Indoor Rental, Security & Cleanup Deposit | \$1,000.00 |
| Overtime Staffing for Rentals | \$50.00/hour per staff person |
| Outdoor Rental, Tables, BHV Property | \$10.00 each |
| Outdoor Rental, Chairs, BHV Property | \$5.00 each |
| Indoor Rental, Tables, BHV Property | \$15.00 each |
| Indoor Rental, Chairs, BHV Property | \$7.50 each |

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council
FROM: Jorge M. Gonzalez, Village Manager
DATE: November 21, 2023
SUBJECT: **Discussion Regarding Upcoming Meeting Dates**

BACKGROUND

Section 22 of the Village Charter requires that the Village Council meet at least once each month, with the exception of August. For several years, the Village Council has opted to meet on the third Tuesday of each month at 6:30 p.m.

Should it be your pleasure to continue with this practice in 2024, there appear to be no conflicts with Holidays in any month with the third Tuesday.

Since two meetings are required in the month of September for the adoption of the fiscal year budget, the date of September 17 is highlighted as the monthly Village Council meeting and the second Budget Hearing date, with a first Budget Hearing date tentatively set for September 10 (pending the Miami-Dade County and Miami-Dade County Public Schools setting their Budget Hearing schedules).

Additionally, November 5 is election day for Bal Harbour Village and as provided in section 22 of the Village Charter, the first meeting of each newly elected council, for induction into office, shall be held on the morning of the second Monday following its election. I propose November 18 at 10:00 am for the Induction Ceremony and November 19 for the Village Council meeting.

CONCLUSION

The following meeting schedule for 2024 is proposed for general discussion. The 2024 Calendar of these potential meeting dates is attached:

- January 16, 2024
- February 20, 2024
- February 22 & 23, 2024 - Council Retreat
- March 19, 2024
- April 16, 2024

- May 21, 2024
- June 18, 2024
- July 16, 2024
- **(August Recess)**
- September 10, 2024 - First Budget Hearing
- September 17, 2024 - Second Budget Hearing & Village Council Meeting
- October 15, 2024
- November 18, 2024 - Village Induction Meeting
- November 19, 2024
- December 17, 2024

JANUARY

| M | T | W | T | F | S | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

FEBRUARY

| M | T | W | T | F | S | S |
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| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | | | |

MARCH

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| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

APRIL

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| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

MAY

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| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

JUNE

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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

JULY

| M | T | W | T | F | S | S |
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| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

AUGUST

| M | T | W | T | F | S | S |
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| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

SEPTEMBER

| M | T | W | T | F | S | S |
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

OCTOBER

| M | T | W | T | F | S | S |
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| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

NOVEMBER

| M | T | W | T | F | S | S |
|----|----|----|----|----|----|----|
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| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

DECEMBER

| M | T | W | T | F | S | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

JANUARY

1st • New Years Day
15th • Dr. Martin Luther King's Birthday

FEBRUARY

19th • Presidents Day
22th & 23th • Village Council Retreat

MARCH

23rd & 24th • Purim
31th • Easter Sunday

APRIL

22nd & 30th • Passover
29th • Good Friday

MAY

27th • Memorial Day

JUNE

11th - 13th • Shavuot
19th • Juneteenth

JULY

4th • Independence Day

AUGUST

Council Recess

SEPTEMBER

2th • Labor Day
10th • Budget Hearing

OCTOBER

2nd-4th • Rosh Hashanah
11th & 12th • Yom Kippur
16th - 23rd • Sukkot
23rd - 25th • Shmini Atzeret/Simchat Torah

NOVEMBER

11th • Veterans Day
28th & 29th • Thanksgiving

DECEMBER

25th (December) - 2nd (January) • Chanukah
25th • Christmas Day

Proposed Village Council Meeting Dates
Council Retreat Dates
Tentative Budget Hearing Date
Holidays - Village Hall Open Dates

Weekend Dates
Village Hall Observed Holidays
Village Election Date
Village Induction Date

BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Mayor Jeffrey P. Freimark and Members of the Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 21, 2023

SUBJECT: **Update On Negotiations Regarding The Oceana Development Agreement**

Background

The Oceana was approved in 2013, pursuant to a planned development approval and development agreement. That agreement called for the Oceana to make its restaurant available to Village residents as follows:

Section 17. Use Restrictions. Residential units shall be prohibited from being leased or otherwise rented for a period of less than six (6) consecutive months, with a limitation of a maximum of two leases per year. Non-residential or recreational uses that are not accessory to the residential uses and are not operated as part of a club where membership is required shall be open to Village residents. Any members-only club shall open membership to Village residents according to the same general membership terms afforded to the regular members.

The Village recently became aware that the Oceana had not made its restaurant open to Village residents in accordance with the DA requirement. This was confirmed by the attorney for the developer during the process of reviewing the recent Carlton Terrace redevelopment. The Village Attorney reached out to the condo association attorney to inform them of the issue and seek a resolution. They had no knowledge of the issue and needed additional expertise, and therefore hired Mickey Marrero with the Law Firm of Bercow, Radell, Larkin, Fernandez & Tapanes to assist them in reviewing all the documentation and analyzing the options.

After the building was built, it was turned over to the condo association. The condo association representatives have advised that they were never told of this requirement, and it was never implemented. They have also indicated that many of their residents bought in the building specifically on the understanding that none of the facilities were open to anyone other than building residents and are concerned about any proposal to change that understanding.

Therefore, the Village Manager, Village Attorney, and condo association representatives have engaged in a process of documenting and understanding the DA requirement and

seeking options for compliance. Depending on what is agreed to, that option will likely need to be returned to the Council for a development agreement amendment.

This issue was discussed at the Council retreat in February, including the association's proposal to provide alternative improvements for the benefit of the Village. Originally under discussion were the following improvements:

- Substantially improve the beach walk from Collins Ave. with additional landscaping and other amenities for the benefit of Village residents using this path to get to the beach.
- Substantially improve the front public easement area with additional landscaping and other amenities to make the space more usable and pleasant for village residents.
- Design and construct a high-quality playground at the south-east rear corner of the development, accessible via the residents' key fob.

The Oceana retained Enea to work on these changes, and indicated they are willing to design and construct high quality improvements for these areas serving Village residents.

While the Council inquired about the possibility of Village residents using Oceana's tennis courts, the association considered and rejected the proposal because according to Oceana representatives, the courts are continually in use by building residents and because of their concern over allowing outsiders into the private property.

Latest Developments

In the course of meeting with Oceana representatives and discussing these matters, the Village inquired whether Section 17 of the Development Agreement was necessary to support the use of underground parking for this building. More specifically, were any of the Oceana amenities required to be open to the public in order to allow the underground parking, as discussed in relation to recent redevelopment in the Village? After fleshing out the issues with the Village, Oceana hired special counsel in Washington, DC who specializes in FEMA matters to provide additional information. Oceana was ultimately able to provide historical documentation that its structure is located in Zone X, and therefore the FEMA rules regarding the ability to use underground parking do **not** apply to this site. That conclusively resolves any question as to the propriety of the existing underground parking.

Therefore, an amendment to Section 17 of the Development Agreement can be considered by the Village. Oceana proposes to amend Section 17 to remove the condition regarding amenities being open to Village residents, and instead voluntarily proffer the following benefits to the Village, via a Development Agreement amendment. Oceana is proposing to commit sufficient funding in the amount of \$1 million to accomplish the following:

- Beach walk: In studying the options for improvements, Enea identified severe constraints on enhancing the beach walk from Collins Ave. with amenities for the benefit of Village residents using this path to get to the beach. While the

landscaping can be refreshed and improved to a degree, a 25-foot wide fire lane easement prevents all but the most minimal improvements to the vast majority of the path. Enea has designed improvements that comply with the fire lane restrictions.

- Front crescent: Enea has developed concepts for enhancing the front public easement area with additional landscaping and other amenities to make the space more usable and pleasant for Village residents. These include seating and an enhanced pad on which the Village can continue to display public art.
- Playground: Enea's studies demonstrated that there is not enough space for a playground to be placed where originally contemplated, on the southeast corner of its property, due to DERM requirements for the dune system there. However, Oceana remains committed to funding a high-quality playground to be located on Village property nearby, and Enea has developed concepts for it.

Oceana's attorney Mickey Marrero will be at the Council meeting to answer questions and explain the proposed improvement.

Attachments:

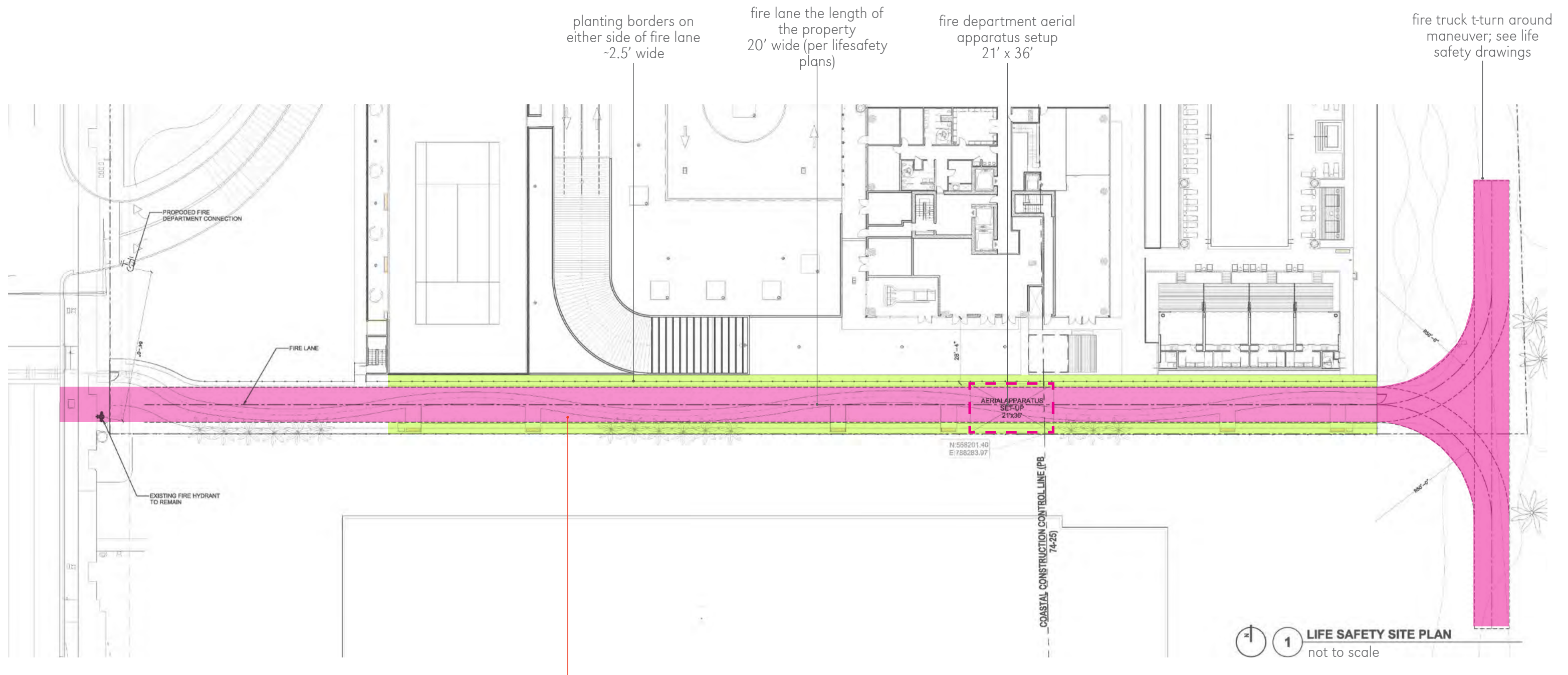
1. Enea presentation re Oceana improvements

oceana

concept presentation - 09.08.2023
bal harbour, florida







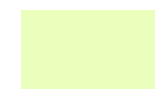
20' wide fire lane must be maintained unobstructed of any vertical elements (per the Florida Fire Prevention Code NFPA 1: 18.2.3.4.1.2), fixtures, or structures to allow passage by the fire department; refer to life safety drawings. Any modifications to be coordinated and approved with Fire Department.



entry sculpture garden



beach garden - west



beach garden - east





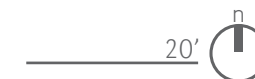
beach garden





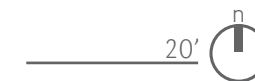


20' wide fire lane must be maintained unobstructed of any vertical elements, fixtures, or structures to allow passage by the fire department (per the Florida Fire Prevention Code NFPA 1: 18.2.3.4.1.2); refer to life safety drawings. Any modifications to be coordinated and approved with Fire Department.





coastal construction control line (CCCL). significant development east of the CCCL requires permitting and approval with the Florida Department of Environmental Protection



fire truck t-turn; must remain unobstructed. refer to life safety drawings.

*any modification to existing beach dune planting and beach promenade must be coordinated with and approved by the Florida Department of Environmental Protection (FDEP) and the Village of Bal Harbour



Bal Harbour's former Waterfront Park playground. Image from Google Earth.



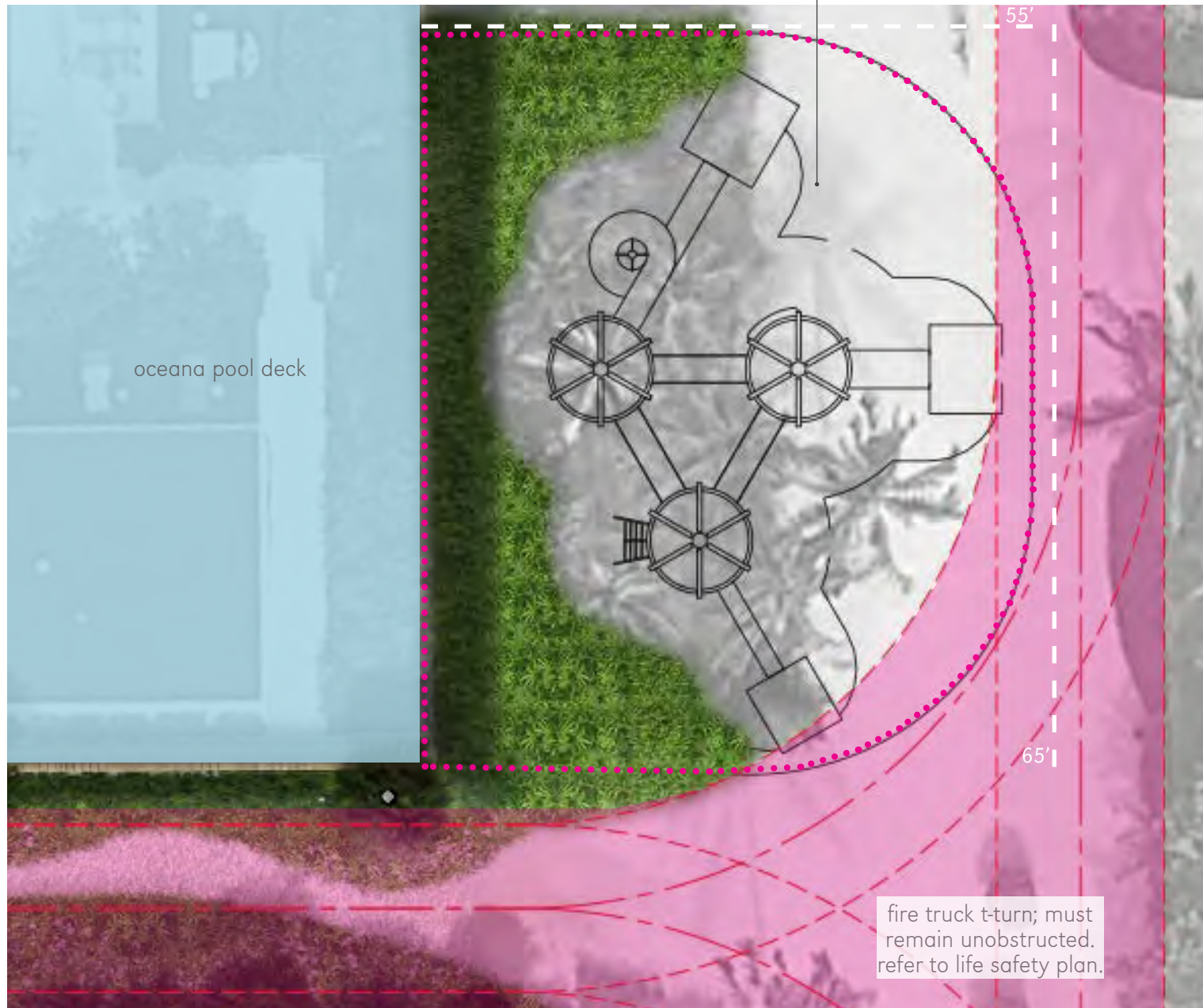
The under-construction playground at Waterfront Park, west of Bal Harbour Shops on Bal Bay Drive. Play components include multiple climbing towers (3-4), slides, and bridges.



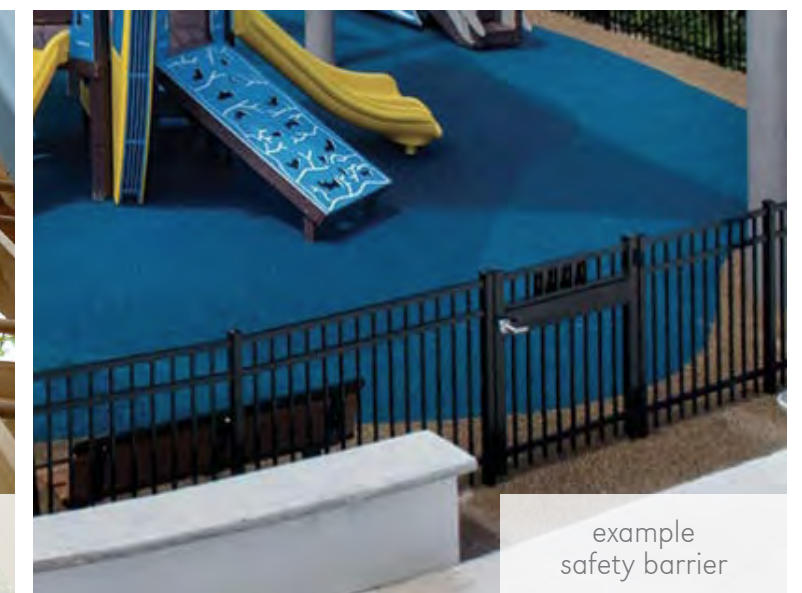
*any modification to existing beach dune planting and beach promenade must be coordinated with and approved by the Florida Department of Environmental Protection (FDEP) and the Village of Bal Harbour

Size comparison of Bal Harbour's former Waterfront Park playground with the Oceana site. Image from Google Earth.

play structure with safety barrier
(within existing dune planting* and
Bal Harbour beach promenade;
interferes with fire lane)



*any modification to existing beach dune planting and beach promenade must be coordinated with and approved by the Florida Department of Environmental Protection (FDEP) and the Village of Bal Harbour



Proposed play structure, including components seen at the new Waterfront Park playground: multiple climbing towers (3-4), slides, and bridges.

entry sculpture garden

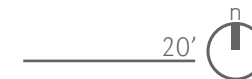




specimen flowering trees public sculpture in gravel layers of grasses and shrubs



note: the sculpture image indicated on this sheet is for demonstrative purposes only. sculpture selections are by others.

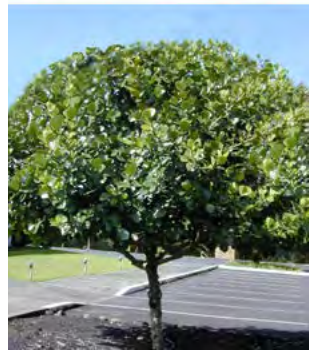




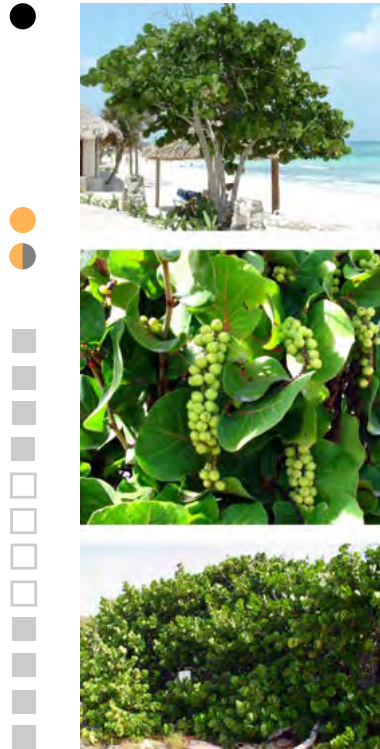
20' wide fire lane must be maintained unobstructed of any vertical elements (per the Florida Fire Prevention Code NFPA 1: 18.2.3.4.1.2), fixtures, or structures to allow passage by the fire department; refer to life safety drawings. Any modifications to be coordinated and approved with Fire Department.

TREES + PALMS

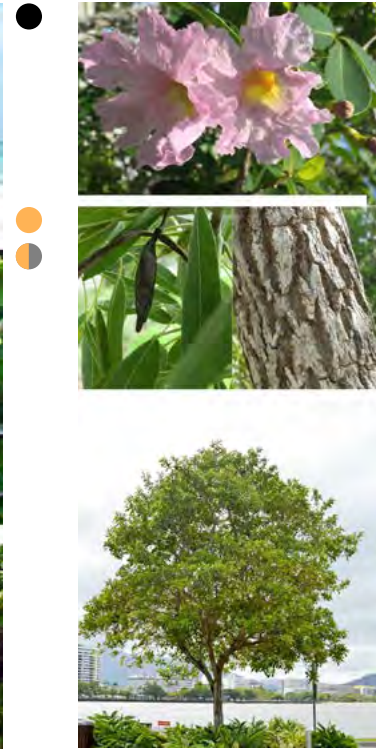
Pitch Apple
(Clusia rosea)



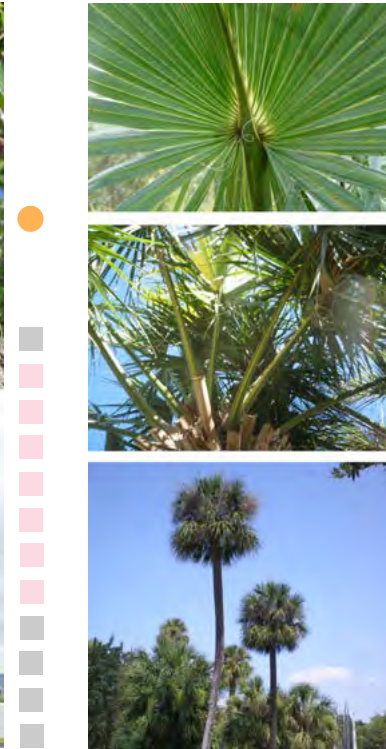
Seagrape
(Coccoloba uvifera)



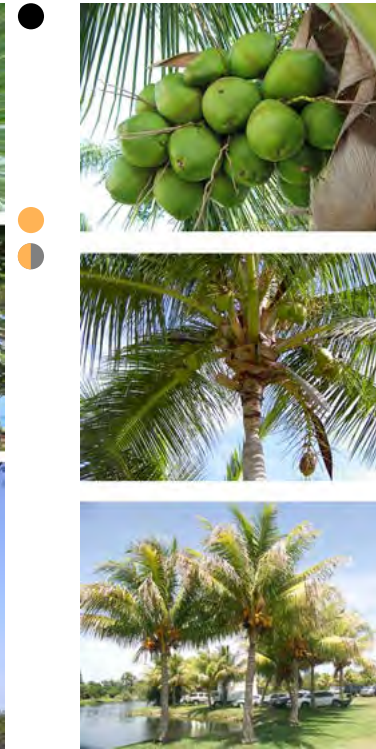
Pink Trumpet Tree
(Tabebuia heterophylla)



Cabbage Palm
(Sabal palmetto)



Coconut Palm
(Cocos nucifera)



LEGEND

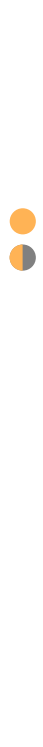
- light range
- florida native
 - full sun
 - partial shade
 - shade

yearly blooming chart

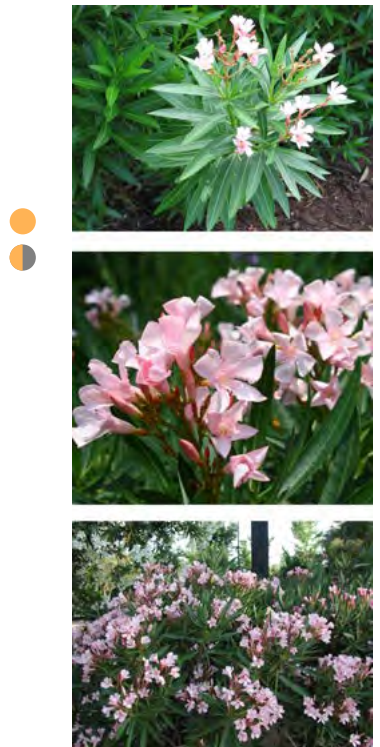
- jan
- feb
- mar
- apr
- may
- jun
- jul
- aug
- sep
- oct
- nov
- dec

SHRUBS + GROUNDCOVERS

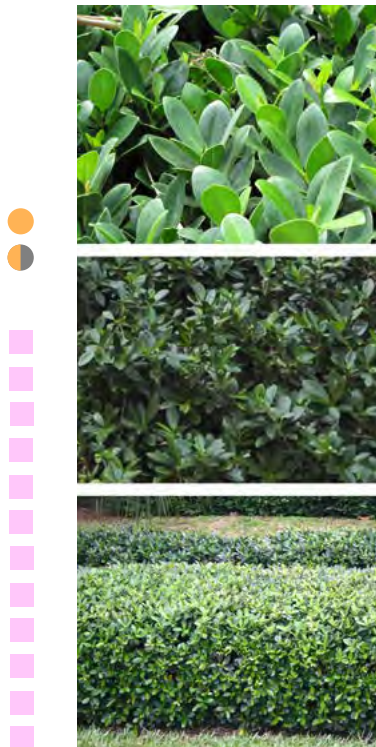
Small Leaf Clusia
(Clusia guttifera)



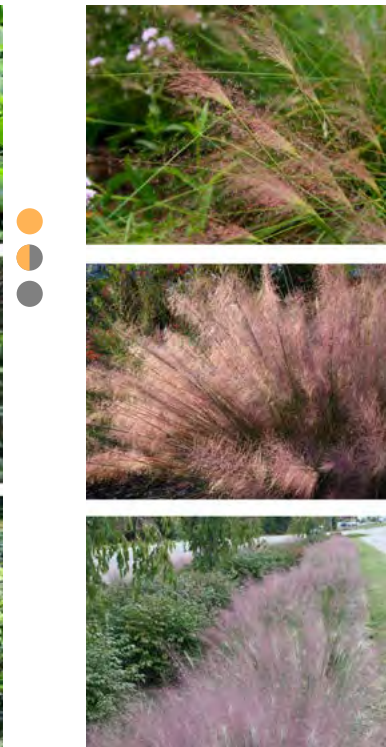
Petite Pink Oleander
(Nerium oleander 'Petite Pink')



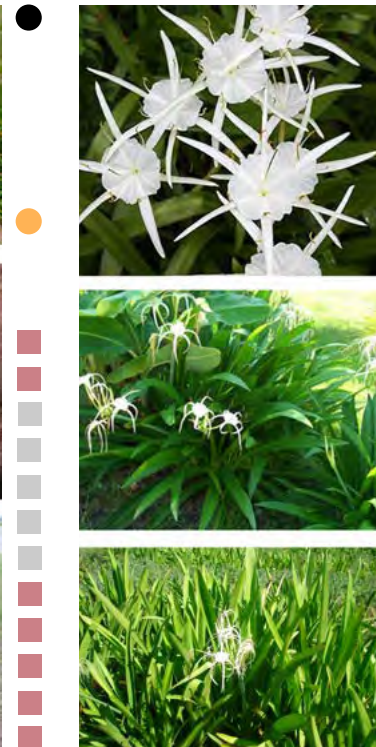
Green Island Ficus
(Ficus microcarpa)



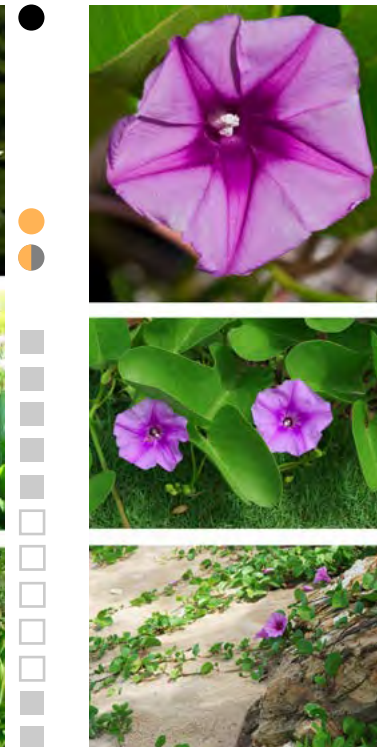
Muhly Grass
(Muhlenbergia capillaris)



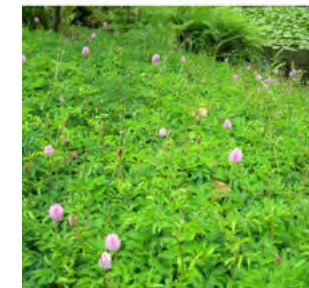
Spider Lily
(Hymenocallis latifolia)



Railroad Vine
(Ipomoea pes-caprae)



Powderpuff Mimosa
(Mimosa strigillosa)



thank you



BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk *OSD*

DATE: November 14, 2023

RE: Lobbyist Registration Report

| Name of Lobbyist | Principal Represented | Date Registered |
|-------------------|---------------------------------|-----------------|
| John Shubin | Mathew Whitman Lazenby | 01/11/23 |
| Ian DeMello | Mathew Whitman Lazenby | 01/11/23 |
| Carter McDowell | Carlton Terrace Owner, LLC | 01/10/23 |
| Keith Poliakoff | Bellini Condominium Association | 01/17/23 |
| Nicholas Noto | Carlton Terrace Owner, LLC | 01/17/23 |
| Richard Dewitt | Bellini Condominium Association | 01/17/23 |
| Mathew W. Lazenby | Bal Harbour Shops, LLC | 01/31/23 |
| Caroline Travis | Bal Harbour Shops, LLC | 01/31/23 |
| Ivor Nik Massey | Bal Harbour Shops, LLC | 01/31/23 |
| Sandy Goldfarb | Bal Harbour Civic Association | 03/01/23 |
| Neca Logan | Bal Harbour Civic Association | 03/01/23 |
| Carter McDowell | Limestone Development | 10/20/23 |

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen *SLT*

DATE: November 13, 2023

RE: Monthly Report of Village Attorney for October 2023 Activities

Here is the monthly report on the Village Attorney's activities. While we attend to Village business and confer with Village officials continuously, this report highlights specific tasks and projects for the month. Please contact me or Robert Meyers if you have any questions about this report.

Retainer Services

Within the fixed fee retainer in October, we reviewed, advised and prepared documents for all agenda items for and attended the October Council meeting and an ARB meeting. We conferred with staff on various matters, and we attended the weekly staff meetings, and the monthly agenda review and after action meetings. We began preparation for the November Council meeting.

Specific additional matters included:

- We prepared for and attended meeting on the enforcement of the Floodplain Ordinance. We reviewed correspondence from Public Works regarding Department of Environmental Protection consent orders to municipalities and followed up on these matters. We reviewed a side agreement regarding storm drainage re Shops. We reviewed information remitted in correspondence relating to NPDES meeting held by Village.
- We reviewed a FEMA opinion letter from Oceana counsel and conferred with Building Official regarding the letter and FEMA requirements.
- We reviewed and analyzed Village records, conferred with Village Clerk, and prepared for and attended Code Enforcement hearing for 217 Bal Cross Drive. We reviewed and analyzed the Clerk's case notes from Code Enforcement hearing, and drafted and revised order for 217 Bal Cross Drive.
- We attended to issues concerning request for deposition in Whitehall matter.
- We reviewed correspondence and conferred with Police Department regarding subpoena for Clerk's testimony, and conferred with the Clerk regarding the subpoena

and Public Records inquiry. We prepared correspondence, conferred with Village Clerk and finalized the Business Impact Statement form.

- We conferred with the Village Planner, and finalized correspondence regarding Live Local Act analysis.
- We reviewed correspondence on a Hold Harmless form for Building Department re Shops. We prepared for and attended meeting with Building Official on issues with proposed construction at Balmoral.

Additional Services

For the general red light camera matters, we conferred with staff, reviewed a notice of claim, analyzed issues concerning motions to dismiss, and drafted and filed response in opposition to motion.

For the Bellini federal challenge, we reviewed and analyzed Carlton Terrace's Motion to Dismiss amended complaint, we reviewed additional case law and prepared memoranda regarding status, and drafted the Village's Motion to Dismiss. We reviewed and analyzed a procedural Court Order, and reviewed and analyzed the Rule 26 disclosures and interested parties statement, and submitted them on behalf of the Village. We reviewed Carlton Terrace's reply in support of its Motion to Dismiss and drafted the Village reply joining and adopting Carlton Terrace's arguments. We held conferences and reviewed a proposed order for mediation and mediator agreement, and reviewed a court order scheduling meditation.